

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

May 16, 2017

*Subject to approval at  
June 20, 2017  
County Board Meeting*



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**May 16, 2017**

The McLean County Board met on Tuesday May 16, 2017 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois. The Invocation was led by Member Johnson and followed by the Pledge Allegiance and the Roll Call.

**The Following Members answered to roll call:**

Members, Susan Schafer, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Josh Barnett, Jacob Beard, William Caisley, Don Cavallini, Chuck Erickson, George Gordon, Mark Johnson, Randall Martin, Catherine Metsker, Scott Murphy, Erik Rankin, Carlo Robustelli and Chairman John McIntyre.

**The following Members were absent:**

Richard Buchanan and David Selzer

**Resolutions and Congratulations:**

Mr. Wasson indicated the name of the school receiving the Resolution was corrected and should reflect the Corpus Christi 8<sup>th</sup> Grade Volleyball Team and that the Resolution was taken to the school and would be awarded at the school.

Chairman McIntyre asked Assistant County Administrator Hannah Eisner to come to the podium. She was honored with great appreciation for her 27 years of service with the County. (refer to audio) Ms. Eisner then made remarks thanking members of the Board, the community and all with whom she has worked for so many years. (refer to audio).

**STANDING COMMITTEES:**

- A. Executive Committee- Member Barnett asked IT Director Craig Nelson to make remarks regarding this action item for instituting

live-streaming for future County Board meetings, by Broadleaf Video. Mr. Nelson gave brief remarks. (refer to audio)

#### **LAND USE AND DEVELOPMENT COMMITTEE:**

Member Metsker made brief remarks thanking Member Cavallini for finding this Grant. (refer to audio) Member Caisley also thanked all involved and stated that this process “may end up not costing the county anything.” (refer to audio)

#### **FINANCE COMMITTEE:**

Vice Chair Rankin several action items G1a through G1s-grouped together for action: Member Caisley asked Co. Administrator Wasson how these agreements differ between the Town of Normal and the City of Bloomington; Mr. Wasson indicated Normal and Bloomington use their own staff, and provided additional comments. (refer to audio)

#### **COUNTY ADMINISTRATOR:**

Mr. Wasson added additional thanks to soon-to-retire Assistant County Administrator, Hannah Eisner, for her work on the massive job of “recodification” of the McLean County Code, which is always a very complicated process, and invited everyone to attend Ms. Eisner’s farewell party next week. Mr. Wasson, in his thanks to Ms. Eisner, stated that this would be difficult to move forward without her as she will be so greatly missed by all.

#### **OTHER BUSINESS AND COMMUNICATION:**

Member Soeldner had questions regarding sub-committee meetings (refer to audio) and Chair McIntyre updated everyone of the first annual Behavioral Health Forum coming up Thursday, May 18, 2017 held at the BCPA, and invited everyone to attend. He added that this and other county efforts by many organizations will help raise the level of understanding of mental health issues as per the main theme of these mutual efforts, “we’re all in this together.”



**APPROVAL OF BILLS:**

Approved and motioned by Member Cavallini and Murphy.

The meeting adjourned at 9:27 am.

# Roll Call and Votes, McLean County Board Members, May 16, 2017

Agenda Item:

	Present	Absent	Board Members:	aye	nay	On Motion To	aye	nay	On Motion To	aye	nay	On Motion To	aye	nay	On Motion To	aye	nay	On Motion To	aye	nay	On Motion To	aye	nay	On Motion To
✓			Schafer, Susan																					
✓			Segobiano, Paul																					
✓			Selzer, David																					
✓			Soeldner, James																					
✓			Wendt, George																					
✓			Wollrab, Laurie																					
✓			Barnett, Josh																					
✓			Beard, Jacob																					
✓			Buchanan, Richard																					
✓			Caisley, William																					
✓			Cavallini, Don																					
✓			Erickson, Chuck																					
✓			Gordon, George																					
✓			Johnson, Mark																					
✓			Martin, Randall																					
✓			Metsker, Catherine																					
✓			Murphy, Scott																					
✓			Rankin, Erik																					
✓			Robustelli, Carlo																					
✓			<b>Chairman</b>																					
✓			McIntyre, John																					

1. Consent Agenda:
  - A. Approval of the Proceedings of the County Board: April 18, 2017 and the minutes from the Public Hearing of April 18, 2017.
  - B. County Highway Department – Jerry Stokes, County Engineer
    - 1) Request approval of Resolution & Bid Tab for the April 25, 2017 Non-MFT Construction Letting
    - 2) Request approval of Lexington Road – Section 17-00171-01-RS MFT Supplemental Resolution
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) None
    - 2) Subdivision Cases:
      - a) None
  - D. Transfer Ordinances (*2/3 pursuant to 55 ILCS 5/6-1003*) None
  - E. Other Resolutions, Contracts, Leases, Agreements, Motions
    - 1) Executive Committee
      - a) Request approval of the renewal of a software support contract with Devnet Inc. for the County's property tax software – Information Technologies
      - b) Request approval of agreement for the purchase of the Human Resources module with Civic Plus – Information Technologies
      - c) Request approval of Agency Partner Agreement with Central Illinois CoC HMIS Program Lead Agency, PATH – Information Technologies
      - d) Request approval to enter into the HMIS User Agreement – Information Technologies
      - e) Request approval of Service Order with CIRBIN for a new Law Enforcement Agency Data System. – Information Technologies
      - f) Request approval of agreement with Scarfe Consulting for assistance with GIS – Information Technologies
      - g) Request approval to apply for a County Credit Card for the County Administrator's office
    - 2) Health Committee
      - a) Request to approve Medline Healthcare Corporate Sales Supply and Program Agreement between McLean County and MedCal Sales, L.L.C.
    - 3) Property Committee
      - a) Request approval of a Tractor/Loader Lease for the McLean County Parks and Recreation Department for John Deere equipment with Martin-Sullivan Implement Company. – Parks and Recreation
      - b) Request approval of a Department Credit Card for Facilities

4) Justice Committee

- a) Request approval of Agreement between Conscisys Corp. and the McLean County Circuit Clerk to utilize eAppeal.net online subscription service for required electronic submissions to the Illinois Appellate Court. Circuit Clerk
- b) Request approval of contract with Caliber for a Driver's License Algorithm Enhancement for EJustice Enterprise RMS.3 – Circuit Clerk
- c) Request approval of Agreement to upgrade CAD with Tritech Software Systems – Metcom

5) Finance Committee

- a) Request approval of a resolution relating to participation by elected officials in the Illinois Municipal Retirement Fund. – Administration

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) APPOINTMENTS and REAPPOINTMENTS

a) APPOINTMENTS

**BELLFLOWER FIRE PROTECTION DISTRICT**

Alan Grussing

Box 176, 407 W. Center St.

Bellflower, IL 61724

(Three year term to expire April 30, 2020)

**MCLEAN COUNTY BOARD OF HEALTH**

Hannah Eisner

1401 Steeplechase

Bloomington, IL 61701

(Effective June 1, 2017 for a three year term to expire on June 30, 2020)

b) REAPPOINTMENTS

**GRIDLEY TOWNSHIP FIRE PROTECTION DISTRICT**

Charles E. Kearney

18911 E. 3100 North Rd.

Gridley, IL 61744

(Three year term to expire on April 30, 2020)

**MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT**

J. Michael Strubhar

4340 E. 600 North Rd.

McLean, IL 61754

(Three year term to expire on April 30, 2020)

**ETHICS COMMISSION OF McLEAN COUNTY**

Daniel Liechty

1007 Norwood Ct.

Normal, IL 61761-1327

(Two year term to expire on April 30, 2020)

**ETHICS COMMISSION OF McLEAN COUNTY**

Lane C. Hansen

116 S. Devonshire Dr.

Bloomington, IL 61704-4678

(Two year term to expire on April 30, 2020)

**MCLEAN COUNTY BOARD OF REVIEW**

Gina Medernach

363 27 E. 550 North Rd.

Bellflower, IL 61724

(Two year term to expire on June 1, 2019)

G. Approval of Resolutions of Congratulations and Commendation

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF GINA MEDERNACH  
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

WHEREAS, due to the expiration of term of Gina Medernach as a member of the McLean County Board of Review, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Gina Medernach as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2019 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this Resolution of Reappointment to Gina Medernach, and to the McLean County Supervisor of Assessments, the County Clerk, the County Auditor and the County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2017.

**APPROVED:**



John D. McIntyre, Chairman  
McLean County Board

**ATTEST:**

  
Kathy Michael, Clerk of the County Board  
McLean County



STATE OF ILLINOIS       )  
                                  SS  
COUNTY OF McLEAN)

**A RESOLUTION FOR APPOINTMENT OF ALAN GRUSSING  
AS A TRUSTEE OF THE  
BELLFLOWER FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term and resignation of Mark Paullin as a Trustee of the Bellflower Fire Protection District, it is advisable to consider an appointment to this position; and,

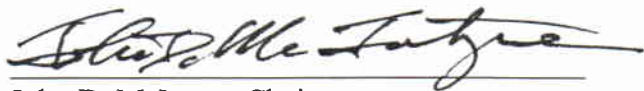
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Alan Grussing, as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2020 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Alan Grussing and Darrell Hartweg, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

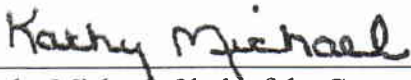
ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2017.

**APPROVED:**



John D. McIntyre, Chairman  
McLean County Board

**ATTEST:**



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS                     )  
  )  
COUNTY OF McLEAN                )       SS

**A RESOLUTION FOR REAPPOINTMENT OF CHARLES E. KEARNEY  
AS A TRUSTEE OF THE  
GRIDLEY FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term of Charles E. Kearney as a Trustee of the Gridley Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Charles E. Kearney as a Trustee of the Gridley Fire Protection District for a term of three years to expire on April 30, 2020 or until a successor shall have been qualified and appointed.

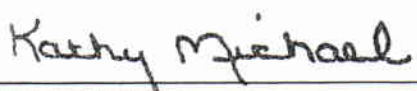
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Charles E. Kearney, Benjamin Roth, Attorney for the District, the County Auditor, The County Clerk and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2017.

**APPROVED:**

  
\_\_\_\_\_  
John D. McIntyre, Chairman  
McLean County Board

**ATTEST:**

  
\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
McLean County

STATE OF ILLINOIS       )  
                                      )SS  
COUNTY OF McLEAN     )

**A RESOLUTION FOR REAPPOINTMENT OF J. MICHAEL STRUBHAR  
AS A TRUSTEE OF THE  
MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT**

WHEREAS, due to the expiration of term J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire on April 30, 2020 or until a successor shall have been qualified and appointed.

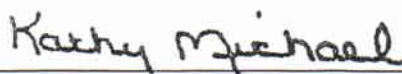
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to J. Michael Strubhar and James Sinclair, Attorney for the District, as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2017.

**APPROVED:**

  
\_\_\_\_\_  
John D. McIntyre, Chairman  
McLean County Board

**ATTEST:**

  
\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
McLean County

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF McLEAN     )       SS

**A RESOLUTION FOR REAPPOINTMENT OF DANIEL LIECHTY  
AS A MEMBER OF THE  
ETHICS COMMISSION OF McLEAN COUNTY**

WHEREAS, due to the expiration of the term of Daniel Liechty as a Member of the Ethics Commission of McLean County it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a two year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Daniel Liechty as a Member of the Ethics Commission of McLean County for a term of two years to expire on June 1, 2019 or until a successor shall have been qualified and appointed.

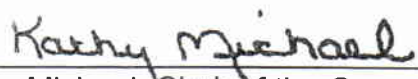
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Daniel Liechty, as well as the State's Attorney, County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16th day of May, 2015.

**APPROVED:**

  
John D. McIntyre, Chairman  
McLean County Board

**ATTEST:**

  
Kathy Michael, Clerk of the County Board  
McLean County

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF HANNAH EISNER  
AS A MEMBER OF THE McLEAN COUNTY BOARD OF HEALTH**

**WHEREAS**, due to the resignation of John M. Zeunik as a member of the McLean County Board of Health, it is advisable to consider an appointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill a vacancy by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Hannah Eisner effective June 1, 2017 as a member of the McLean County Board of Health for a three year term to expire June 30, 2020 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Appointment to Hannah Eisner, and to the McLean County Health Department, the County Auditor, County Clerk and the County Administrator.

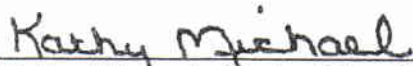
Adopted by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of May, 2017.

**APPROVED:**



John D. McIntyre, Chair  
McLean County Board

**ATTEST:**



Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF McLEAN     )       SS

**A RESOLUTION FOR REAPPOINTMENT OF LANE C. HANSEN  
AS A MEMBER OF THE  
ETHICS COMMISSION OF McLEAN COUNTY**

WHEREAS, due to expiration of the term of Lane C. Hansen as a member of the Ethics Commission of McLean County it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a two year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lane C. Hansen as a Member of the Ethics Commission of McLean County for a term of two years to expire on June 1, 2019 or until a successor shall have been qualified and appointed.

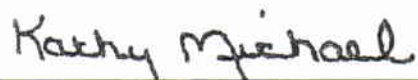
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lane C. Hansen, as well as the State's Attorney, County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of May, 2017.

**APPROVED:**

  
\_\_\_\_\_  
John D. McIntyre, Chairman  
McLean County Board

**ATTEST:**

  
\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
McLean County





**CONSENT AGENDA:**

**HIGHWAY DEPARTMENT**  
102 S Towanda Barnes Road  
Bloomington, IL 61705  
(309) 663-9445 Phone  
(309) 662-8038 FAX

**DATE:** April 25, 2017

**TO:** Chairman Caisley and Honorable Members of the McLean County Board  
Transportation Committee

**FROM:** Jerry Stokes, County Engineer

**April 25, 2017 Letting**

**Section 15-00031-03-BR**  
**Lexington East Road (C.H. 8)**

**Recommended Action:**

The Highway Department recommends approval of the bid from the letting on April 25, 2017 for the Roselands II Bridge on the Lexington East Road

**Background:**

Stark Excavating, Inc. of Bloomington, IL was the low bidder on the Roselands II Bridge project. The project will replace the bridge with a cast-in-place continuous reinforced concrete slab bridge. Construction will begin this summer

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on May 02, 2017, for a letting held on April 25, 2017, for one (1) County 2017 Non-MFT Construction Section, and

WHEREAS, the Transportation Committee duly approved the bids on May 02, 2017,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2017 Non-MFT CONSTRUCTION SECTION:

McLean County.....Sec 15-00031-03-BR – Roselands II BR – Lexington East Rd (CH 8)

The successful bidder on the above section was:

Stark Excavating, Inc  
1805 W Washington St, Bloomington, IL 61701 .....\$678,008.49



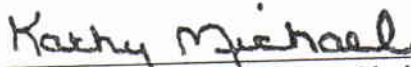
John D McIntyre, Chairman McLean County Board

STATE OF ILLINOIS        ]  
                                      ]    SS  
COUNTY OF MCLEAN     ]

I, Kathy Michael, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 16, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 16<sup>th</sup> day of May A.D., 2017.

[SEAL]



Kathy Michael, McLean County Clerk

McLean County 15-00031-03-BR	ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE		Stark Excavating		Halverson Construction		Otto Baum	
					TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
	Earth Exc (Spl)	CU YD	710.00	\$20.00	\$14,200.00	\$16.75	\$11,892.50	\$40.00	\$28,400.00	\$0.00	\$0.00	
	Channel Exc	CU YD	1,690.00	\$10.00	\$16,900.00	\$7.00	\$11,830.00	\$9.50	\$16,055.00	\$0.00	\$0.00	
	Temp Eros Cont Seed	LBS	100.00	\$8.00	\$800.00	\$3.50	\$350.00	\$4.00	\$400.00	\$0.00	\$0.00	
	Temp Ditch Check	FT	36.00	\$12.00	\$432.00	\$9.50	\$342.00	\$25.00	\$900.00	\$0.00	\$0.00	
	Bit Matls (Prm Ct)	LBS	1,422.00	\$1.00	\$1,422.00	\$0.65	\$924.30	\$1.05	\$1,493.10	\$0.00	\$0.00	
	Bit Matls (Tack Ct)	LBS	171.00	\$2.00	\$342.00	\$0.90	\$153.90	\$1.05	\$179.55	\$0.00	\$0.00	
	HMA Bind Cse IL-19.0 N50	TON	77.00	\$187.00	\$14,399.00	\$120.00	\$9,240.00	\$100.00	\$7,700.00	\$0.00	\$0.00	
	HMA Surf Cse Mix "C" N50	TON	52.00	\$170.00	\$8,840.00	\$115.00	\$5,980.00	\$105.00	\$5,460.00	\$0.00	\$0.00	
	HMA BR Appr Slab Pvmt Con	SQ YD	58.00	\$195.00	\$11,310.00	\$140.00	\$8,120.00	\$130.00	\$7,540.00	\$0.00	\$0.00	
	Rem Ex Str	EA	1.00	\$20,000.00	\$20,000.00	\$52,500.00	\$52,500.00	\$27,500.00	\$27,500.00	\$0.00	\$0.00	
	Conc Str	CU YD	92.30	\$700.00	\$64,610.00	\$825.00	\$76,147.50	\$1,135.00	\$104,760.50	\$0.00	\$0.00	
	Conc Sup-Str	CU YD	147.00	\$900.00	\$132,300.00	\$915.00	\$134,505.00	\$1,190.00	\$174,930.00	\$0.00	\$0.00	
	Br Deck Groove	SQ YD	526.00	\$10.00	\$5,260.00	\$7.50	\$3,945.00	\$6.75	\$3,550.50	\$0.00	\$0.00	
	Prot Ct	SQ YD	571.00	\$2.50	\$1,427.50	\$2.50	\$1,427.50	\$2.00	\$1,142.00	\$0.00	\$0.00	
	Conc Sup-Str App Slab	CU YD	101.60	\$800.00	\$81,280.00	\$300.00	\$30,480.00	\$345.00	\$35,052.00	\$0.00	\$0.00	
	Rebar Epoxy Ct	LBS	89,950.00	\$1.30	\$116,935.00	\$1.05	\$94,447.50	\$1.25	\$112,437.50	\$0.00	\$0.00	
	Steel Rail Ty S1	FT	236.00	\$130.00	\$30,680.00	\$105.00	\$24,780.00	\$120.00	\$28,320.00	\$0.00	\$0.00	
	Furn M S Pile 12x0.250	FT	904.00	\$50.00	\$45,200.00	\$60.00	\$54,240.00	\$65.00	\$58,760.00	\$0.00	\$0.00	
	Dr Piles	FT	904.00	\$1.00	\$904.00	\$0.01	\$9.04	\$0.01	\$9.04	\$0.00	\$0.00	
	Test Pile M S	EA	2.00	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$0.00	\$0.00	
	Name Plate	EA	1.00	\$500.00	\$500.00	\$550.00	\$550.00	\$500.00	\$500.00	\$0.00	\$0.00	
	GeoComp Wall Dr	SQ YD	32.00	\$30.00	\$960.00	\$26.00	\$832.00	\$50.00	\$1,600.00	\$0.00	\$0.00	
	Pipe Dr 18"	FT	10.00	\$65.00	\$650.00	\$79.00	\$790.00	\$95.00	\$950.00	\$0.00	\$0.00	
	Pipe Dr 42"	FT	20.00	\$77.00	\$1,540.00	\$123.00	\$2,460.00	\$120.00	\$2,400.00	\$0.00	\$0.00	
	Explor Trench 52	FT	100.00	\$10.00	\$1,000.00	\$7.50	\$750.00	\$11.50	\$1,150.00	\$0.00	\$0.00	
	Misc Conc	CU YD	0.80	\$350.00	\$280.00	\$985.00	\$788.00	\$1,600.00	\$1,280.00	\$0.00	\$0.00	
	SPBGR Ty A 6' Posts	FT	100.00	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$19.30	\$1,930.00	\$0.00	\$0.00	
	Traf Bar Term Ty 5A	EA	4.00	\$1,200.00	\$4,800.00	\$925.00	\$3,700.00	\$925.00	\$3,700.00	\$0.00	\$0.00	
	Term Mark DA	EA	4.00	\$40.00	\$160.00	\$37.50	\$150.00	\$37.50	\$150.00	\$0.00	\$0.00	
	GR Ref Ty A	EA	8.00	\$10.00	\$80.00	\$9.00	\$72.00	\$9.00	\$72.00	\$0.00	\$0.00	
	Traf Bar Term Ty 1	EA	4.00	\$1,900.00	\$7,600.00	\$1,335.00	\$5,340.00	\$1,335.00	\$5,340.00	\$0.00	\$0.00	
	Gnd Stab Geosynthetic	SQ YD	615.00	\$2.20	\$1,353.00	\$2.75	\$1,691.25	\$1.50	\$922.50	\$0.00	\$0.00	
	Porous Gran Emb (Spl)	TON	88.00	\$40.00	\$3,520.00	\$24.00	\$2,112.00	\$60.00	\$5,280.00	\$0.00	\$0.00	
	Stone Riprap CI B1 Spl	TON	31.00	\$75.00	\$2,325.00	\$51.00	\$1,581.00	\$65.00	\$2,015.00	\$0.00	\$0.00	
	Stone Riprap CI B4 Spl	TON	1,984.00	\$55.00	\$109,120.00	\$50.00	\$99,200.00	\$72.50	\$143,840.00	\$0.00	\$0.00	
	Stone Riprap CI B5 Spl	TON	22.00	\$100.00	\$2,200.00	\$72.00	\$1,584.00	\$90.00	\$1,980.00	\$0.00	\$0.00	
	Agg Shld Ty B (Spl)	TON	135.00	\$40.00	\$5,400.00	\$42.00	\$5,670.00	\$50.00	\$6,750.00	\$0.00	\$0.00	
	Pipe Undr Str 4	FT	131.00	\$25.00	\$3,275.00	\$21.00	\$2,751.00	\$20.00	\$2,620.00	\$0.00	\$0.00	
	Agg Bse Cse A (Spl)	TON	437.00	\$26.00	\$11,362.00	\$29.00	\$12,673.00	\$35.00	\$15,295.00	\$0.00	\$0.00	
					\$736,866.50	\$678,008.49	\$821,363.69					\$0.00
						-7.99%	11.47%					-100.00%

# Lexington Township

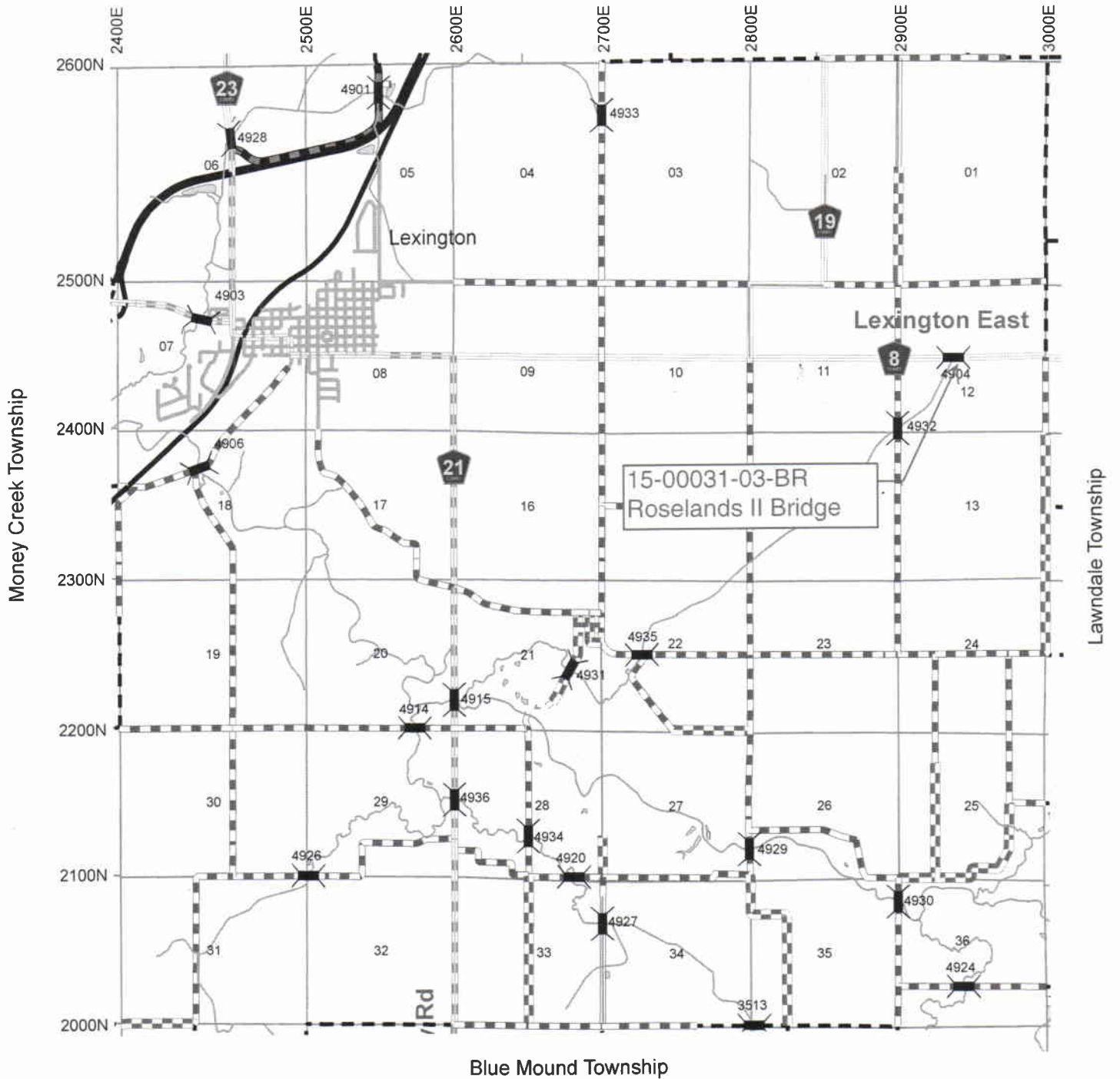
T25N R4E



0 0.25 0.5 1 1.5 2 Miles

Chenoa Township

1 inch equals 1 mile



- |                       |                            |                           |                   |
|-----------------------|----------------------------|---------------------------|-------------------|
| Bridges               | Dirt, Township             | Town of Normal            | corp limits final |
| Hotmix - Township     | Hotmix - McLean County     | Other Town of Village     | Sections          |
| Oil & Chip - Township | Oil & Chip - McLean County | State                     | Townships         |
| Gravel - Township     | City of Bloomington        | Private                   |                   |
|                       |                            | Surrounding County        |                   |
|                       |                            | Surrounding Township Road |                   |



HIGHWAY DEPARTMENT  
HIGHWAY DEPARTMENT  
102 S Towanda Barnes Road  
Bloomington, IL 61705  
(309) 663-9445 Phone  
(309) 662-8038 FAX

---

DATE: April 25, 2017

TO: Chairman Caisley and Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Section 17-00171-01-RS      Lexington Road Supplemental MFT Resolution**

Recommended Action:

The Highway Department recommends approval of the Supplemental MFT Resolution for the Lexington Road Section 17-00171-01-RS.

Background:

Curb and gutter was originally placed along the blocks in Lexington from Route 66 to the railroad tracks. The curb and gutter has since been filled in over the last two or three resurfacing projects. After performing a site inspection, it was determined that the curb and gutter needs to be replaced to provide for proper drainage to prevent the roadway from deteriorating.

The addition of the curb and gutter adds \$85,000 to the overall cost of the project. The estimated cost is \$715,000.





Resolution Number

Resolution Type

Supplemental

Section Number

17-00171-01-RS

BE IT RESOLVED, by the Board of the County  
 of McLean County Illinois that the following described street(s)/road(s)/structure be improved under  
 the Illinois Highway Code. Work shall be done by Contract  
 Contract or Day Labor

For Roadway/Street improvements:

	Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+	Lexington Road	1.61	CH 8	Route 66	2600 East Road (CH 21)
+					

For Structures:

	Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+					

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

hot-mix surface removal, sidewalk ramps, curb & gutter, HMA leveling binder, HMA surface course and other construction related items.

2. That there is hereby appropriated the sum of Eighty-Five Thousand

Dollars ( \$85,000.00 ) for the improvement of  
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office  
 of the Department of Transportation. **Board Chairman** *[Signature]*

I, Kathy Michael County Clerk in and for said County  
 Name of Clerk Local Public Agency Type Local Public Agency Type  
 of McLean County in the State aforesaid, and keeper of the records and files thereof, as provided by  
 Name of Local Public Agency  
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of McLean County at a meeting held on May 16, 2017  
 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of May, 2017  
 Day Month, Year

(SEAL)

Clerk Signature

*Kathy Michael*  
 Approved

Regional Engineer  
 Department of Transportation

Date

AGREEMENT OF UNDERSTANDING

MAY 16, 2017





**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701  
  
Phone: (309)888-5100

---

**To:** The Honorable McLean County Executive Committee and the Honorable McLean County Board.

**From:** Craig Nelson, Director of Information Technologies

**Date:** May 3, 2017

**Re:** Property Tax Software Contract Renewal

Information Technologies respectfully requests renewal of a software support contract with Devnet Inc. Devnet has been the County's property tax software provider since Fiscal Year 2004 and has proved to be a reliable and trusted vendor.

The new contract represents an increase of less than 5% over the prior contract, and Devnet has frozen that price for the entirety of the five-year contract.

This has been reviewed with the County's legal counsel and is part of the approved Fiscal Year 2017 budget.

I'll be happy to answer any questions you may have.

Thank you,

Craig Nelson



## **Property Tax and CAMA Software License Maintenance and Support**

**in**

**MCLEAN County, Illinois**

**1709 AFTON ROAD, SYCAMORE, IL 60178**

**P : (815) 899-6850 TF : (866) 4-DEVNET F : (815) 899-0020**

**[www.devnetinc.com](http://www.devnetinc.com)**

# Agreement For DEVNET Inc. Services

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This "Agreement" dated June 1, 2017 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Sycamore, Illinois 60178, and MCLEAN COUNTY, Illinois (MCLEAN COUNTY), an State unit of local government, having its principal offices at McLean County, 115 E. Washington Street, Bloomington, IL 61701.

## **Recitals**

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, MCLEAN COUNTY desires to maintain updated and modern property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and MCLEAN COUNTY ("the Parties") hereby agree as follows:

## **ARTICLE 1: Definitions**

### **1.1 Acceptance**

The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to MCLEAN COUNTY, is installed on MCLEAN COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.

### **1.2 Application Error**

The term "application error" means an error in an application program that causes it to fail and terminate abnormally.

### **1.3 Application Program**

The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow MCLEAN COUNTY to operate its Property Tax database.

### **1.4 Customized Changes**

The term "customized changes" means a program or system change specific to the needs of MCLEAN COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.

### **1.5 Database Error**

The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

### **1.6 MCLEAN County Databases**

The term "MCLEAN COUNTY Databases" means the Property Tax data prepared and managed by MCLEAN COUNTY that are stored in electronic format and which are accessible by MCLEAN COUNTY's computer system.

- 1.7 **MCLEAN County Equipment**  
The term "MCLEAN COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the MCLEAN COUNTY. By way of illustration, but not limitation, MCLEAN COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "MCLEAN COUNTY Databases reside, and the communications equipment required to link the MCLEAN COUNTY Databases to any satellite location(s).
- 1.8 **MCLEAN County Software**  
The term "MCLEAN COUNTY Software" means application software, database management software, and operating system software that runs on MCLEAN COUNTY Equipment and MCLEAN COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by MCLEAN COUNTY (or MCLEAN COUNTY's third party vendors), not DEVNET.
- 1.9 **Documentation**  
The term "Documentation" means User manuals, MCLEAN COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **DEVNET Property Tax Software System**  
The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections. Such system does NOT include GIS software which is created or maintained by an entity other than DEVNET.
- 1.11 **Software Maintenance**  
The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.12 **Software Support**  
The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

## **ARTICLE 2: Description of Services**

- 2.1 DEVNET shall provide MCLEAN COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by MCLEAN COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

### **Property Tax Assessment**

- a. Parcel Maintenance
  - i. Name and Address Maintenance
  - ii. Legal Description Maintenance
  - iii. Site Address Maintenance
  - iv. Exemption Maintenance
  - v. Parcel Split and Combinations
  - vi. Time Memo Maintenance
- b. Farmland Processing
  - i. Soils Maintenance
  - ii. Farmland Reporting
  - iii. Farmland Calculations
- c. Equalization
- d. Notices and Reporting
- e. State Abstracts (PTAB 280 and Re-class attachment)
- f. Inquiry
- g. Board of Review
  - i. Hearing (Docket) Maintenance
  - ii. Hearing Notices
  - iii. Tentative Board of Review Changes
  - iv. Parcel Maintenance
  - v. Docket Reporting
  - vi. Final Decision Notices
  - vii. Equalization
  - viii. State Abstracts (PTAB 260 and Re-class attachment)
  - ix. \$100,000.00 tax reduction notices
- h. Assessment Level Change and Rollover to County Clerk
- i. Assessor functions for Certificates of Error

### **Property Tax Extension**

#### **Tax District maintenance**

- a. State Abstracts (PTAB 260 and re-class attachment)
- b. Parcel Maintenance, includes:
  - i. State Assessed Certified Railroads
  - ii. Parcel TIF information
  - iii. Enterprise Zones
- c. Notices and Reporting



- d. State Equalization
- e. Calculation and Reports, includes:
  - i. Equalized Assessed Value
  - ii. Tax District Rates
  - iii. Tax District Extensions
  - iv. PTELL
- f. Rollover to County Collector
- g. Electronic transfer from banks

#### **Property Tax Collection/Distribution**

- a. Tax Billing, includes:
  - i. Mortgage Company Import
  - ii. Hard Copy Bills
- b. Tax Collection and Distribution
- c. Treasurer functions for Certificates of Error
- d. Delinquent Notices
- e. Tax Sale Processing
- f. Forfeiture Maintenance
- g. Reports and inquiry

#### **Tax Sale Redemption**

- a. Tax Sale Parcel Management
- b. Redemption Processing includes:
  - i. Print Estimates of Redemption
  - ii. Tax Buyer Fee Maintenance
  - iii. Tax Buyer Maintenance
  - iv. Print Checks to Tax Buyers
- c. Reports and Inquiry

#### **Drainage Modules**

- a. Drainage Parcel Maintenance, includes:

- i. Name and Address Maintenance
  - ii. Legal Description Maintenance
  - iii. Site Address Maintenance
  - iv. Exemption Maintenance
  - v. Time Memo Maintenance
- b. Drainage Collection.
- c. Drainage Distribution.
- d. Notices and Reporting

### **Mass Appraisal System**

- a. Replacement Cost Module for Commercial and Industrial Structures
- b. Cost Table Maintenance
- c. Sales Maintenance
- d. Sales Ratio / Study Module
- e. Land Appraisal Module
- f. Multiple Regression Analysis
- g. Comparable Property Analysis

## **2.5 SECURITY**

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

## **2.6 DEVNET shall provide maintenance and support that includes:**

- a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. MCLEAN COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating

systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.

- b. Software support includes all training, and retraining of MCLEAN COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by MCLEAN COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of MCLEAN COUNTY's staff may have.
  - c. Software support shall not include any customized changes to the system, after the system is accepted by MCLEAN COUNTY.
  - d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
  - e. DEVNET shall reasonably respond to MCLEAN COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. MCLEAN COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.7 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.
- 2.8 DEVNET shall supply the following third party computer software. Included with this software are configuration, on-site setup and installation.

<b>Year 1 Third Party Costs</b>	
Marshall and Swift Commercial/Industrial	\$1,506.32
7 Apex Annual Maintenance Renewal Licenses	\$1,435.00
<b>Total Year 1 Third Party Costs</b>	<b>\$2,941.32</b>

<b>Year 2 Third Party Costs</b>	
Marshall and Swift Commercial/Industrial	\$1,585.60
7 Apex Annual Maintenance Renewal Licenses	\$1,435.00
<b>Total Year 2 Third Party Costs</b>	<b>\$3,020.60</b>

<b>Year 3 Third Party Costs</b>	
Marshall and Swift Commercial/Industrial	\$1,664.88
7 Apex Annual Maintenance Renewal Licenses	\$1,435.00
<b>Total Year 3 Third Party Costs</b>	<b>\$3,099.88</b>

<b>Year 4 Third Party Costs</b>	
Marshall and Swift Commercial/Industrial	\$1,744.16
7 Apex Annual Maintenance Renewal Licenses	\$1,435.00
<b>Total Year 4 Third Party Costs</b>	<b>\$3,179.16</b>

<b>Year 5 Third Party Costs</b>	
Marshall and Swift Commercial/Industrial	\$1,823.44
7 Apex Annual Maintenance Renewal Licenses	\$1,435.00
<b>Total Year 5 Third Party Costs</b>	<b>\$3,258.44</b>

- 2.9 DEVENT shall within sixty (60) days of the execution of this agreement identify an escrow agent who will keep a copy of the program source code for the DEVNET Property Tax Software System. This escrow agent will be instructed to provide MCLEAN COUNTY access to this source code only in the event that DEVNET ceases to be a corporate entity while MCLEAN COUNTY is a licensee of DEVNET Property Tax Software System. MCLEAN COUNTY will have the right to use this source code only for the purpose of maintaining the DEVNET Property Tax Software System installed at its site.

### **ARTICLE 3: Joint Responsibilities**

- 3.1 Product design, to ensure consistency of interface and operation of MCLEAN COUNTY Databases.
- 3.2 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.3 Change control planning, to ensure orderly maintenance and enhancement of MCLEAN COUNTY Databases.

### **ARTICLE 4: MCLEAN COUNTY Responsibilities**

- 4.1 MCLEAN COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in MCLEAN COUNTY's Databases.
- 4.2 MCLEAN COUNTY shall allow DEVNET scheduled access to MCLEAN COUNTY Equipment and MCLEAN COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in MCLEAN COUNTY's Databases. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 MCLEAN COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the MCLEAN Software and MCLEAN Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by MCLEAN COUNTY. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to MCLEAN COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 MCLEAN COUNTY shall provide guidelines to DEVNET regarding use of information contained in the MCLEAN Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of

DEVNET herein by a like amount of time.

- 4.5 MCLEAN COUNTY shall allow DEVNET to use MCLEAN COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to MCLEAN COUNTY, the MCLEAN Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If MCLEAN COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to MCLEAN COUNTY at DEVNET's then-current rates for time and materials. Any delay by MCLEAN COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, MCLEAN COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

### Hardware Requirements for DEVNET Products

**Note:** Hardware may be purchased from any third-party vendor of the County's choice. The county or third-party vendor is responsible for setting up the file server and all required third-party software, including the Active Directory/domain and SQL Server.

The following specifications assume a single SQL and File server environment. In an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

If the Application and Image/Document and Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the following server specifications.

These specifications are for a physical server to support the DEVNET solution.

Server Specifications
<b>Minimum: Less than 100,000 parcels and less than 40 users</b>
2.00+ GHz quad-core Processor.
32-64 GB RAM.
300 GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file. <sup>1,2</sup>
600 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data. Separate array for the SQL log files may be recommended. <sup>1,2</sup>
1 TB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Application and Image/Document and Sketch files. <sup>1,2</sup>
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
Tape/disk or other backup solution.

High-speed Internet access.
VPN remote access.
Dual-teamed 1 Gb Ethernet adapter.
N+1 redundant cooling. <sup>3</sup>
N+1 redundant power. <sup>3</sup>
Uninterruptible power supply. <sup>4</sup>
Windows Server 2008-2012 R2 Standard Edition.
Microsoft SQL Server 2008-2012 Standard Edition.
MS SQL Native Client.
.NET Framework 4.5.

<sup>1</sup>The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

<sup>2</sup>Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read/write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read/write testing.

<sup>3</sup>The client can substitute an alternative as long as they provide the same level of redundancy.

<sup>4</sup>The client does not need a UPS specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

## Server Virtualization

DEVNET does not recommend a virtual Microsoft SQL server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read/write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read/write testing.

Workstation Specifications	
Minimum Requirements	2.0+ GHz single core processor.
	4 GB RAM.
	20 GB+ hard drive.



	Video adapter capable of 1280 x 1024 resolution.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
	Windows XP Pro SP3/Vista Business/7 Pro-Ent/8.1 Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client.
	.NET Framework 4.0.
<b>Preferred Requirements</b>	2.0+ GHz dual core processor.
	8 GB RAM.
	40GB+ hard drive.
	Video adapter capable of 1280 x 1024 resolution.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
	Windows 7 Pro-Ent/8.1 Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client.
	.NET Framework 4.0.

## Printers

DEVNET applications are compatible with most laser printers.

## Receipt/Slip Printer

DEVNET applications can print receipts with either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, the receipt/slip printer driver will need to support slip wait and cash drawer open via settings in the driver. The DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. We also have worked successfully with other Epson printers that use the EPSON Advanced Print Driver.

## Barcode Reader

The barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on County's barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed. DEVNET recommends the Honeywell Voyager Series barcode reader:

## Document Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

## Check Scanning

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. We recommend the Epson Capture One and Epson TM-S2000 scanners.

## Remote Desktop/Terminal Services Server Specifications and General Requirements

**Note:** A Remote Desktop/Terminal server is required only when clients will run the DEVNET desktop applications from remote locations without sufficient bandwidth.

General Requirements
Obtain sufficient Remote Desktop/Terminal Services CALs and sufficient Windows user CALs.
Obtain sufficient licensing for third-party software such as Lead Tools and Apex.
Enable either direct or VPN access to the server for the end users. The access method must allow the end users to make the necessary RDP connection to the server. The client may also use the terminal services web facility and or the Remote Desktop Web Service to enable full desktop or application access. Implementation of the web facility will require installation of the necessary components on an IIS based web server. The resource requirements for the web facility are minimal.
Provide sufficient Internet connectivity for the desired number of users. This can vary from 16-120 KB/s/session depending on resolution, color level, Server OS version, Client RDP version, and other factors. Optimally the client would use 16-50 KB/s/session. The actual consumption will even vary during a session
Implement a backup solution. Although no data resides on the server, a backup solution will provide a fast recovery with the minimal setup work. We recommend Symantec System Recovery Server Edition.
Implement sufficient security policies to ensure the reliability of the server and prevent access to any unnecessary resources by the remote end users. The server should be part of an Active Directory in order to allow the sufficient control over the policies on the server.
Appropriately configured antivirus software should be installed on the terminal/remote desktop server.
For more detailed information regarding implementation, bandwidth consumption, server/end user requirements, and security policies, refer to the related articles at Microsoft.
Minimum: Depending on Use Up to 10 Remote Clients
2.00 GHz Dual Core processor.
16-32 GB RAM.
*200+ GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array (10K 3G SAS drives preferred).
Video adapter capable of 1280 x 1024 resolution.



Monitor capable of 1280 x 1024 resolution.
1 Gb Ethernet adapter.
N+1 redundant cooling.
N+1 redundant power.
Uninterruptible power supply.
Windows Server 2008 R2-2012 Standard Edition.
<b>Recommended: Depending on Use Up to 10 Remote Clients</b>
3.00 GHz Quad-Core processor.
32+ GB RAM.
*200+ GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array (10K 6G SAS drives preferred).
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
1 Gb Ethernet adapter.
N+1 redundant cooling.
N+1 redundant power.
Uninterruptible power supply.
Windows Server 2008 R2-2012 Standard Edition.
<b>Minimum: Depending on Use 10-30 Remote Clients</b>
Dual 2.00+ GHz Quad-Core processor.
32-64 GB RAM.
*300+ GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array (10K 6G SAS drives preferred).
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
Dual teamed 1 Gb Ethernet adapter.
N+1 redundant cooling.
N+1 redundant power.
Uninterruptible power supply.
Windows Server 2008 R2-2012 Standard Edition.

<b>Recommended: Depending on Use 10-30 Remote Clients</b>
Dual 3.00+ GHz Quad-Core processor.
64+ GB RAM.
*300+ GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array (10K 6G SAS drives preferred).
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
1 Gb Ethernet adapter.
N+1 redundant cooling.
N+1 redundant power.
Uninterruptible power supply.
Windows Server 2008 R2-2012 Standard Edition.

## **Terminal Services/Citrix Remote User Workstation Requirements**

<b>Windows Minimum</b>
2.0+ GHz single core processor.
2 GB RAM.
20 GB+ hard drive.
Video adapter capable of 1280 x 1024 resolution.
19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
Windows XP Professional SP 3/Vista Business/Windows 7 Professional
10/100/1000 Mb Ethernet adapter.
Mouse.
Remote Desktop Connection Client 6. 1/7.
<b>Windows Preferred</b>
2.0+ GHz single core processor (or better).
4 GB RAM.
40 GB+ hard drive.
Video adapter capable of 1280 x 1024 resolution.
19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
Windows 7 Professional
100/1000 Mb Ethernet adapter.
Mouse.
Remote Desktop Connection Client 6. 1/7.

### Non-Windows Platforms

Remote Desktop connection client compatible with your server version.

Apple Mac end users should use OS X 10.5.8 or later and Microsoft Remote Desktop Connection Client for Mac 2.1.1.

### End User Printing Support

Only printers with drivers support for a terminal server/Citrix environment should be used.

In some cases, other printers can be used; however, this can cause serious problems on the server.

The end user workstation and the server should be using driver version/type. As always, it is recommended that the PostScript driver be used where possible.

Using a consistent printer make and/or model is recommended to ensure that the reports and forms print consistently across all end users. Using a universal driver for several models of a specific manufacture's printer models usually allows some choice in the printers while ensuring the printed output consistency.

### Remote Scanning Support

Currently Windows does not natively support TWAIN scanning.

There are a number of third-party applications that provide this functionality; however, we have not tested any of these with the DEVNET applications.

Scanned documents and camera photos saved on the end user workstation can be imported into the DEVNET system from an end user workstation drive mapped in the remote session.

## ARTICLE 5: Term

5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13.

## ARTICLE 6: Price and Payment

6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (June 1, 2017-May 31, 2018): For services received by MCLEAN COUNTY under this Agreement during Year 01, MCLEAN COUNTY shall pay to DEVNET the sum of \$79,190.22, payable as follows:

- A. The sum of \$22,033.55 on or before June 1, 2017; and,
- B. The sum of \$19,062.23 on or before September 1, 2017; and,
- C. The sum of \$19,062.22 on or before December 1, 2017; and,
- D. The sum of \$19,062.22 on or before March 1, 2018.

The sums payable for Year 01 services shall be apportioned as follows:

- ⊖ \$76,248.90 for property tax software license, maintenance and support.
- ⊖ \$0.00 for CAMA software license, maintenance and support.
- ⊖ \$2,941.32 for third-party software and hardware.

- 6.2 Year 02 (June 1, 2018-May 31, 2019): For services received by MCLEAN COUNTY under this Agreement during Year 02, MCLEAN COUNTY shall pay to DEVNET the sum of \$79,269.50, payable as follows:

- A. The sum of \$22,082.83 on or before June 1, 2018; and,
- B. The sum of \$19,062.23 on or before September 1, 2018; and,
- C. The sum of \$19,062.22 on or before December 1, 2018; and,
- D. The sum of \$19,062.22 on or before March 1, 2019.

The sums payable for Year 02 services shall be apportioned as follows:

- ⊖ \$76,248.90 for property tax software license, maintenance and support.
- ⊖ \$0.00 for CAMA software license, maintenance and support.
- ⊖ \$3,020.60 for third-party software and hardware.

- 6.3 Year 03 (June 1, 2019-May 31, 2020): For services received by MCLEAN COUNTY under this Agreement during Year 03, MCLEAN COUNTY shall pay to DEVNET the sum of \$79,348.78, payable as follows:

- A. The sum of \$22,162.11 on or before June 1, 2019; and,
- B. The sum of \$19,062.23 on or before September 1, 2019; and,
- C. The sum of \$19,062.22 on or before December 1, 2019; and,
- D. The sum of \$19,062.22 on or before March 1, 2020.

The sums payable for Year 03 services shall be apportioned as follows:

- ⊖ \$76,248.90 for property tax software license, maintenance and support.
- ⊖ \$0.00 for CAMA software license, maintenance and support.
- ⊖ \$3,099.88 for third-party software and hardware.

- 6.4 Year 04 (June 1, 2020-May 31, 2021): For services received by MCLEAN COUNTY under this Agreement during Year 04, MCLEAN COUNTY shall pay to DEVNET the sum of \$79,608.06, payable as follows:

- A. The sum of \$22,241.39 on or before June 1, 2020; and,
- B. The sum of \$19,062.23 on or before September 1, 2020; and,
- C. The sum of \$19,062.22 on or before December 1, 2019; and,
- D. The sum of \$19,062.22 on or before March 1, 2021.

The sums payable for Year 04 services shall be apportioned as follows:

- ⊖ \$76,248.90 for property tax software license, maintenance and support.
- ⊖ \$0.00 for CAMA software license, maintenance and support.
- ⊖ \$3,179.16 for third-party software and hardware

- 6.5 Year 05 (June 1, 2021-May 31, 2022): For services received by MCLEAN COUNTY under this Agreement during Year 05, MCLEAN COUNTY shall pay to DEVNET the sum of \$79,507.34 payable as follows:

- A. The sum of \$22,320.69 on or before June 1, 2021; and,
- B. The sum of \$19,062.23 on or before September 1, 2021; and,
- C. The sum of \$19,062.22 on or before December 1, 2021; and,
- D. The sum of \$19,062.22 on or before March 1, 2022.

The sums payable for Year 05 services shall be apportioned as follows:

- ☹ \$76,248.90 for property tax software license, maintenance and support.
- ☹ \$0.00 for CAMA software license, maintenance and support.
- ☹ \$3,258.44 for third-party software and hardware

## **ARTICLE 7: Ownership; Limited License Granted**

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to MCLEAN COUNTY, nor shall title to any MCLEAN COUNTY Equipment or MCLEAN COUNTY Software or asset pass from MCLEAN COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's MCLEAN COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 Upon execution of this Agreement, DEVNET shall grant MCLEAN a non-transferable license to use for MCLEAN'S internal business purposes only the compiled application programs of the DEVNET Property Tax Software System that resides on MCLEAN equipment. Except as set forth herein, MCLEAN may not use, sublicense, distribute or disclose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. MCLEAN will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the even the MCLEAN breaches any of these provisions. MCLEAN COUNTY shall be allowed to make one or more copies of this software for purpose of routine system backup and archival.
- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

## ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and MCLEAN COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

- i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
- ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For MCLEAN COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- A. Use the Confidential Information only as required for this Agreement
- B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

- 8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:
- A. Is or becomes available to the public through no breach of this Agreement;
  - B. Was previously known by the recipient without any obligation to hold in confidence;
  - C. Is received from a third party free to disclose such information without restriction;
  - D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
  - E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
  - F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
  - G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.
- 8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.
- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

## **ARTICLE 9: Warranty**

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. MCLEAN COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, MCLEAN COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- A. MCLEAN COUNTY's modification or relocation of the MCLEAN equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
  - B. MCLEAN COUNTY's or any third party's abuse, misuse or negligence;
  - C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
  - D. MCLEAN COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
  - E. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software

System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.

- 9.4 MCLEAN COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, MCLEAN COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), MCLEAN COUNTY acknowledges that, as between the parties, MCLEAN COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, MCLEAN COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
- (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
  - (II) Security breaches or incidents that result from causes not under the control of DEVNET.

## **ARTICLE 10: Indemnification**

- 10.1 MCLEAN COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of MCLEAN COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. MCLEAN COUNTY shall promptly notify DEVNET of any claim. MCLEAN COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.
- 10.2 DEVNET shall defend, indemnify and hold harmless MCLEAN COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify MCLEAN COUNTY of any claim. DEVNET shall cooperate fully with MCLEAN COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

## **ARTICLE 11: Changes**

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of MCLEAN COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

## **ARTICLE 12: Force Majeure**



- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

### **ARTICLE 13: Termination**

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.
- 13.4 In the event one Party desires to terminate this Agreement before expiration of the Term when there is not a Default, and the Parties are unable to agree upon a fair and equitable settlement, the Parties will submit the matter to binding arbitration. Each Party will select one (1) arbitrator each with the two (2) selected arbitrators agreeing upon the third arbitrator.

### **ARTICLE 14: Assignment**

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

### **ARTICLE 15: Miscellaneous**

- 15.1 **Notices**  
Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by

personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.  
709 Afton Road  
Sycamore, Illinois 60178  
Facsimile: (815) 899-0020

To MCLEAN: MCLEAN County  
115 E. Washington Street  
Bloomington, IL 61701

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

**15.2 Independent Contractor**

DEVNET and MCLEAN COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and MCLEAN COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

**15.3 Governing Law**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

**15.4 Publicity**

Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

**15.5 Order of Precedence**

In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.

**15.6 Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

**15.7 Non-Waiver**

Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.

**15.8 Exclusive Remedies**

The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.

**15.9 Compliance with Laws**

Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

**15.10 Binding Effect**

This Agreement shall be binding on each Party's successors and assigns, upon signature.

**15.11 Approvals**

This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

**15.12 Survival**

The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

## ARTICLE 16: Entire Agreement

- 16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

MCLEAN COUNTY

By: \_\_\_\_\_  
John McIntyre  
McLean County Board Chairman

Attest: \_\_\_\_\_  
Kathy Michael  
McLean County Clerk

DEVNET, INC.

By: \_\_\_\_\_  
Michael J. Gentry, President



**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701

Phone: (309)888-5100

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**To:** The Honorable McLean County Executive Committee and the Honorable McLean County Board.

**From:** Craig Nelson, Director of Information Technologies

**Date:** May 3, 2017

**Re:** Civicplus HR Software

Information Technologies respectfully requests approval of the attached agreement for the purchase of the Human Resources module from Civic Plus. Civic Plus is the current provider of the County's website and intranet software. The attached amendment adds the Human Resources module to the already existing contract with Civicplus.

Information Technologies reviewed several software options for Applicant Tracking Systems and found the Civic Plus option to be the most attractive in terms of features and price. The system will allow the Human Resources personnel for the County to more efficiently and effectively manage the recruitment and onboarding of candidates for many different County positions.

The agreement has been reviewed with the County's legal counsel and the monies are available within the approved Fiscal Year 2017 budget.

I'll be happy to answer any questions you may have.

Thank you,

Craig Nelson



## Contact Information

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	ST	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

THIS AGREEMENT AMENDMENT is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and McLean County, Illinois ("Client") (jointly, "Parties") and shall be effective as of the date of signing indicated at the end of this amendment.

#### RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary government content management system and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client is currently engaged in a relationship with CivicPlus for website development and hosting services as set forth in the original License & Service Agreement signed on November 18, 2010 ("Agreement");

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this amendment.

NOW, THEREFORE, Client and CivicPlus agree as follows:

#### Scope of Services

1. The Parties hereby agree to incorporate the CivicHR Subscription form, attached hereto, into the Agreement as Exhibit C.
2. In the event of any conflict of terms between Exhibit C and the Agreement, the Agreement shall control.
3. All other terms and conditions not specifically modified herein shall remain in full force and effect.

#### Acceptance

We, the undersigned, agreeing to the conditions specified in this Amendment, understand and authorize the provision of services outlined in this Amendment.

#### Client

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### CivicPlus

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit C – CivicHR Subscription Form**

Package	First Year Investment	Annual License Fee
<b>Applicant Tracking Subscription</b> + Five (5) customized online applications + Job & Candidate Routing + Approval Workflow + Indeed Integration + Profile Metrics + Job Alerts + Base Minimum Qualifications + Email Templates + Document & File Retention + Client Control Settings + Multiple User Roles (Permission Based) + Unlimited number of Admin Users + Unlimited number of Hiring Manager Users + Integration with Tyler Technologies via file upload	\$13,691	\$7,587
<b>Web-based Training</b> – Custom dedicated training for organization employees via web-based conferencing. Onsite system training is available at an additional cost.	8 hours	4 hours each future year
<b>Webinars and Online Resources</b> – Online group training via video demo or webinar. Sessions include but are not limited to; new feature roll-out review, industry topics and user refreshers.	Included and unlimited	Included and unlimited
<b>Support</b> – Q&A, troubleshooting and user assistance	Included and unlimited	Included and unlimited
<b>Total</b>	<b>\$13,691</b>	<b>\$7,587</b>

**Subscription Terms & Conditions****Client Deliverable**

- Performance and payment under this EXHIBIT C shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this EXHIBIT C is hereby attached.
- This EXHIBIT C shall remain in effect for an initial term of one year (12 months) ("the EXHIBIT C Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
- Invoicing shall begin upon the date of signing of this EXHIBIT C.
- Renewal Term Annual License Fees shall be invoiced January 1 of their respective calendar years, beginning January 1, 2018. Annual services, including but not limited to hosting, support and maintenance services shall be subject to a 5% annual increase.
- Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.
- This EXHIBIT C is not a sale of the CivicHR or its associated applications and modules. CivicPlus owns the CivicHR and provides a right of use to the Client during the period of this Agreement. Rights are non-transferable. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the CivicHR software or its associated applications and modules.
- Customer shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of the Service.

**Support**





**Parent Site – McLean County, IL**

8. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for authorized callers. Client is responsible for providing CivicPlus with authorized caller contact updates.
9. Support includes providing technical support of the CivicHR software and technical maintenance of Client's Career Portal website. Following initial setup, additional setup support may be contracted separately for an additional fee.
10. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicHR software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.

**Marketing**

11. Client permits CivicPlus to include an example of the Client's Career Portal page and a link to the Client's website on the CivicPlus corporate website.
12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

---

Client

---

Date

---

CivicPlus

---

Date



**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701

Phone: (309)888-5100

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**To:** The Honorable McLean County Executive Committee and the Honorable McLean County Board.

**From:** Craig Nelson, Director of Information Technologies

**Date:** May 3, 2017

**Re:** Data access/sharing agreement

Information Technologies respectfully requests approval of the attached partner agreement with PATH as well as approval to enter in to the HMIS (Homeless Management Information System) user agreement.

Information Technologies, in concert with County Administration, has been working with PATH for several months now to enlarge and enhance the datasets available for analysis in support of the County's constituents.

Providing access to this data will allow data analysis to be performed in conjunction with other data sets (e.g. EJS data, 911 call data, etc.). By meshing these datasets with tools capable of complex data analysis the County can work towards the identification of solutions to various challenges in the community.

These agreements have been reviewed by County legal counsel and with PATH administration.

I'll be happy to answer any questions you may have.

Thank you,

Craig Nelson

## CENTRAL ILLINOIS COC HMIS

### Agency Partner Agreement

The Central Illinois CoC HMIS (hereinafter “HMIS”) is a client information system that provides a standardized assessment of consumer needs, creates individualized services plans and records the use of housing and services which communities can use to determine the utilization of services of participating agencies, identifying gaps in the local service continuum and develop outcome measurements. PATH, Inc. is the HMIS Program Lead Agency. Bowman Systems is the HMIS System Administrator. In this Agency Partner Agreement (hereinafter “Agreement”), “Client” is a consumer of services; “Agency” is the Agency named in this Agreement; and “Partner Agencies” are all the Agencies participating in HMIS. The Executive Director of the Agency must indicate agreement with the terms set forth below by signing this Agreement before a HMIS account can be established for the Agency.

#### **I. Confidentiality**

A. The Agency shall uphold relevant federal, state and local confidentiality regulations and laws that protect client records. The Agency shall only release client records to non-partner agencies with written consent by the client, unless otherwise provided in the relevant laws and regulations.

1. The Agency shall abide by all local, state and federal confidentiality laws and regulations pertaining to: 1) all medical conditions, including mental illness, alcohol and/or drug abuse, HIV/AIDS diagnosis and other such covered conditions; and 2) a person’s status as a victim of domestic violence. A general authorization for the release of medical or other information is NOT sufficient for this purpose.

2. Federal, state and local laws seek to protect the privacy of persons with physical and/or mental illness, who have been treated for alcohol and/or substance abuse, have been diagnosed with HIV/AIDS, and/or have been a victim of domestic violence. The Agency is encouraged to seek its own legal advice in the event that a non-partner agency requests identifying confidential client information.

B. The Agency shall provide a verbal explanation of the HMIS database and the terms of consent to the Clients and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the Consent form.

C. The Agency agrees not to release any individual client information obtained from the HMIS to any organization or individual without written Client consent. Such written Client consent shall specify exactly what information the Client allows to be released; information that is not specified by the Client shall not be released.

D. The Agency agrees to notify the HMIS Program Administrator within one working day when the Agency receives a request from an individual or an organization for client identifying information to be printed out of the HMIS system.

E. The Agency shall ensure that all staff, volunteers and other persons who are issued a user ID and password for the HMIS receive client confidentiality training and have signed a User Policy, Responsibility Statement, and Code of Ethics Agreement.

F. The Agency shall notify HMIS staff within two working days when a registered user is no longer an employee or has moved to a position with different responsibilities, so the issued user ID and password can be nullified.

G. Any staff, volunteer or other person who has been granted a user ID and password who is found to have committed a negligent breach of system security and/or client confidentiality after a prior warning and correction shall have his or her access to the database revoked immediately. A revoked user may be subject to discipline by the Agency pursuant to the Agency's personnel policies.

H. In the event of a breach of system security or client confidentiality, the Agency Director shall notify Project Manager within 24 hours of knowledge of such breach. Any Agency that is found to have had breaches of system security and/or client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the Agency prevent further breaches. Probation shall remain in effect until the Program Director has evaluated the Agency's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Policy, Responsibility Statement, and Code of Ethics Agreement. Subsequent violations of system security may result in suspension from the system.

I. The Agency understands that the fileserver, which shall contain all client information, shall be located off-site in a physically secure and electronically monitored facility, and that the client information is backed up and taken off-site daily.

J. The Agency shall have access to all Client data entered by the Agency. The Agency shall diligently record in the HMIS all service delivery information pertaining to individual clients served by the Agency. The Agency shall not knowingly enter false, misleading or biased data, including any data that would unfairly prejudice a client's ability to obtain services, under any circumstances.

K. If this Agreement is terminated; the CICOC and the remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency, subject to the guidelines specified in this Agreement.

L. The Agency shall utilize the HMIS Client Consent—Release of Information form, as developed in conjunction and coordination with Partner Agencies, for all clients providing information to the HMIS. The Client Consent—Release of Information form, once signed by the Client, authorizes Client data to be entered into the HMIS database and authorizes information sharing with Partner Agencies for the period of one year, subject to the restrictions defined by the Client Consent form.

M. If the Agency is governed by the Health Insurance Portability and Accountability Act (HIPAA), the Agency must utilize its own HIPAA-compliant Consent to Release Information form in addition to the HMIS Client Consent form.

N. The Agency shall keep signed copies of the Client Consent—Release of Information form for a period of three years.

O. The CICOC does not require or imply that services must be contingent upon a Client's participation in the HMIS database. Services should be provided to Clients regardless of HMIS participation provided the Clients would otherwise be eligible for the services.

P. The Agency shall have access to identifying and statistical data on all Clients who consent to have their information entered in the HMIS database, except for data input into the database by "Blind Service Providers". Blind Service Providers are agencies serving specific protected client populations. Clients served by Blind Service Providers typically have one or more of the following characteristics:

1. Domestic violence;
2. Sexual violence;
3. HIV/AIDS;
4. Alcohol and/or substance abuse; or
5. Mental health.

Q. The agency shall take steps to identify any special needs (i.e. listed above) and provide appropriate resources and/or referrals available to the client.

R. An Agency that is a Blind Service Provider shall have access to identifying and statistical data that the Agency inputs into the HMIS database for clients served by that Agency.

S. An Agency that is a Blind Service Provider shall not have access to identifying and statistical data input into the HMIS database for clients served by other Blind Service providers.

## **II. HMIS Use, Data Entry and System Security**

A. The Agency shall follow, comply with and enforce the User Policy, Responsibility Statement and Code of Ethics (Attachment A). Modifications to the User Policy, Responsibility Statement and Code of Ethics shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the HMIS. The CICOC shall announce approved modifications in a timely manner.

B. The Agency shall begin data entry within no more than 30 days of enrollment.

C. The Agency shall only enter individuals in the HMIS database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the HMIS database by knowingly entering inaccurate information. The Agency shall not use the HMIS database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

D. The Agency shall use Client information in the HMIS, as provided to the Agency or the Partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.

E. The Agency shall consistently enter information into the HMIS database and shall strive for real-time, or close to real-time data entry. "Close to real-time data entry" is defined as within three working days of seeing the Client.

F. When a Client revokes his or her consent to share information in the HMIS database, the Agency shall notify the System Administrator of the revocation within 24 hours. When the System Administrator is notified of a client revocation, the System Administrator shall remove access to all identifying information about that client within 24 hours.

G. The Agency shall not include profanity or offensive language in the HMIS database.

H. The Agency shall utilize the HMIS for business purposes only.

I. Bowman Systems shall provide introductory training to Agency staff on the use of the ServicePoint software. Bowman shall provide supplemental training regularly to accommodate changes in Agency staff, and address modifications to the ServicePoint software when needed.

J. Bowman Systems shall be available to provide technical assistance to Agency staff.

K. The Agency shall ensure that all staff, volunteers and other persons who are issued a User ID and password for HMIS receive client and system security training that covers all items in the HMIS User Policy, Responsibility Statement and Code of Ethics.

L. The Agency shall take the following additional steps to ensure the security of the HMIS database system and the confidentiality of Client data:

1. Visitors and Clients are appropriately escorted to ensure that they do not access staff areas, record storage areas, or other areas potentially containing Client information. Persons not recognized as staff, visitors and Clients shall be challenged for identification.
2. Client records that are retained as hard copy are stored in locking filing cabinets or in rooms that can be locked.
3. Photocopiers, printers and fax machines are located so as to minimize access by visitors and unauthorized persons.
4. Directors and other management or supervisory personnel are familiar with security and confidentiality policies and enforce such policies to ensure the security and confidentiality of the HMIS database and of Client information.
5. The Agency staff feels comfortable and obligated to report security breaches and misuse of the HMIS database system.
6. The Agency shall encourage clients to report any breaches of confidentiality that they observe in the Agency.

### **III. Reports**

#### **A. Agency Reports**

1. The Agency shall be enabled to report on identifying and statistical data on the Clients it serves, subject to the terms of this Agreement regarding Client confidentiality.
2. The Agency shall not be enabled to report on identifying and statistical data on Clients it does not serve.

#### B. Area Reports

1. The Agencies of an area shall be able to report on non-identifying and statistical data only for that area.
2. The Steering Committee shall develop protocols on customizing and releasing area reports.
3. The Agency may make aggregate data available to other entities outside of the system for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly identify individual Clients.

D. The CICOC shall use only unidentified aggregate HMIS data for homeless policy and planning activities, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the State.

### **IV. TERM and FEES**

A. Term, Initial Term, and Renewal Terms. The Term of this Agreement is the Initial Term and all Renewal Terms. At the end of the Initial Term, this Agreement will automatically renew for successive Renewal Terms, unless a party gives written notice of termination to the other party not less than thirty (30) days prior to the end of the Initial Term or the particular Renewal Term, as the case may be. The Fees applicable during each Renewal Term for all additional Licenses, including End User licenses, Software Products, and Services, shall be based on rates determined at the then Bowman Published Pricing.

B. The Central Illinois Continuum of Care will follow the attached Central Illinois CoC Total 3 Year Pricing Schedule for as long as there is HUD HMIS grant. If there is not an HMIS grant the cost will not include the \$12,500 payment to Bowman Systems and the agencies will incur the extra costs. This does not include the optional online training available for year 2 and 3. This optional online training is available at no charge for the first year. The Central Illinois Continuum of Care will implement a new fee if it is determined by the CICoC to purchase the optional training in subsequent years.

C. The agency will be billed the fixed amount per system user per year for the 3 year agreement. See attached Central Illinois Continuum of Care HMIS Pricing spreadsheet.

D. Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply per agency per new user license:

#### One-time Fees:

ServicePoint User License: \$230/license

#### Recurring Fees

ServicePoint Software Maintenance, Enhancement, & Customer Support:  
\$97/license/year

Bowman Shared Hosting Service: \$196/license/year

Regular Report Gallery Access Fee: \$64/license/year

Report Gallery Access Bandwidth Fee: \$11/license/year

The Agency will be billed for the total price for a new user at time of additional user implementation at \$598 per additional user and \$368 for that additional user every year after.

#### **IV. Terms and Conditions**

A. Neither HMIS nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

B. This Agreement shall be in force, provided funding is available, until revoked in writing by either party with 30 days notice.

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Agency Director Name

---

Agency Director Signature

---

Date

---

Agency Name

---

Street Address

---

City, State, Zip Code

---

Mailing Address (*leave blank if same as above*)

---

City, State, Zip Code



## Central Illinois CoC Total 3 Year Pricing Schedule

<b><u>Set Up Costs</u></b>		Year 1	Year 2	Year 3	Year 4
License and Setup	\$4,000				
User License (50 Users)	\$4,600				
Implementation	\$6,000				
Training	\$6,600				
Subtotal	\$21,200	\$7,066	\$7,066	\$7,066	
SSL Certificate		\$420	\$420	\$420	
AIRS Taxonomy		\$450	\$450	\$450	
Total		\$7,936	\$7,936	\$7,936	
Agency Cost for 17 Agencies		\$466.82	\$466.82	\$466.82	
<b><u>Annual Support and training(50 Users)</u></b>		18,400.00	18,400.00	18,400.00	
Less HMIS Grant		12,500	12,500	12,500	
Difference		5,900.00	5,900.00	5,900.00	
Per User Cost (50 Users)		118	118	118	

Central Illinois Continuum of care HMIS pricing

User Number	Per user cost per year (in dollar amounts)	Base cost per year (in dollar amounts)	Total agency cost per year (in dollar amounts)
1	118	466.82	584.82
2	236	466.82	702.82
3	354	466.82	820.82
4	472	466.82	938.82
5	590	466.82	1056.82
6	708	466.82	1174.82
7	826	466.82	1292.82
8	944	466.82	1410.82
9	1062	466.82	1528.82
10	1180	466.82	1646.82
11	1298	466.82	1764.82
12	1416	466.82	1882.82
13	1534	466.82	2000.82
14	1652	466.82	2118.82
15	1770	466.82	2236.82

## Central Illinois HMIS

### User Policy, Responsibility Statement, and Code of Ethics

#### USER POLICY

Partner agencies shall share information for provision of services to homeless persons and those at risk of homelessness through a networked infrastructure that establishes electronic communication among the partner agencies.

The Client Consent/Release of Information form shall be signed if the Client agrees that information about their situation can be entered into the HMIS database system. Minimum data entry on each consenting client includes:

- General information identifying the Client by name, indicating family status and latest residential history;
- Data detailing the client's current housing situation and the cause of their housing crisis;
- Shelter and Transitional housing utilization information, when appropriate.

Data necessary for the development of aggregate reports of homelessness service includes services needed, services provided, referrals and Client goals and outcomes.

The HMIS database system is a tool to assist agencies in focusing services and locating alternative resources to help homeless persons. Therefore, agency staff must use the Client information in HMIS only to target services to Clients' needs.

#### USER RESPONSIBILITY

Your username and password give you access to HMIS and the ServicePoint software. Initial each item below to indicate your understanding and acceptance of the proper use of your username and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from HMIS database access, and may result in disciplinary action from the partner agency as defined in the partner agency's personnel policies.

\_\_\_\_\_, With \_\_\_\_\_  
HMIS User Name (Print your Name) (Agency Name)

Hereby agrees to maintain the confidentiality of client information in HMIS in the following manner:

- ☐ My username and password are for my use only and will not be shared with anyone.
- ☐ I will take reasonable means to keep my password physically secure.
- ☐ I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- ☐ I understand that the only individuals who may view or hear HMIS client information are authorized users, and I will take these steps to prevent casual observers from seeing or hearing HMIS client information:
  - ☐ I will log off of HMIS before leaving my work area, or make sure that the HMIS database has "timed out" before leaving my work area.
  - ☐ I will not leave unattended any computer that has HMIS "open and running".
  - ☐ I will keep my computer monitor positioned so that persons not authorized to use HMIS cannot view it.
  - ☐ I will store hard copies of HMIS information in a secure file and not leave such hard copy information in public view on my desk, or on a photocopier, printer or fax machine.
  - ☐ I will properly destroy hard copies of HMIS information when they are no longer needed.
  - ☐ I will not discuss confidential client information with staff, clients, or client family members in a public area.
  - ☐ I will not discuss confidential client information on the telephone in any areas where the public might overhear my conversation.
  - ☐ I will not leave messages on my agency's answering machine or voicemail system that contain confidential client information.

\_\_\_\_ I will keep answering machine volume low so that confidential information left by callers is not overheard by the public or unauthorized persons.

\_\_\_\_ I understand that a failure to follow these security steps appropriately may result in a breach of client confidentiality and system security. If such a breach occurs, my access to HMIS will be terminated and I may be subject to further disciplinary action as defined in the partner agency's personnel policy.

\_\_\_\_ If I notice or suspect a security breach, I will immediately notify the Director of my Agency.

#### **USER CODE OF ETHICS**

1. HMIS users will treat partner agencies with respect, fairness and good faith.

2. Each HMIS user will maintain high standards of professional conduct in his or her capacity as a HMIS user.

3. HMIS users will use HMIS in good faith to benefit Clients.

4. HMIS users have the responsibility to relate to the Clients of other partner agencies with full professional consideration.

5. Clients have the right to receive assistance even if they do not choose to provide their information to the HMIS.

This User will be entering data for the following funding streams:

- Continuum of Care Supportive Housing Project (SHP Funding)
  - Continuum of Care Shelter + Care Project
  - Emergency Shelter Grant Program (ESG)
  - Homeless Prevention and Rapid Rehousing Program (HPRP)
  - Other funding please specify
- 

I understand and agree to comply with all the statements listed above.

\_\_\_\_\_  
Name (*please print*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Supervisor Name (*please print*)

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701

Phone: (309)888-5100

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**To:** The Honorable McLean County Executive Committee and the Honorable McLean County Board.

**From:** Craig Nelson, Director of Information Technologies

**Date:** May 3, 2017

**Re:** LEADS connection

Information Technologies respectfully requests approval of the attached agreement with CIRBN for a new LEADS connection. LEADS is the Law Enforcement Agency Data System. Approving this new connection will allow I.T. to upgrade the method of transmitting and receiving data from the State of Illinois. The current connection technology is now outdated and the State is rendering it obsolete in the near future.

The agreement has been reviewed with the County's legal counsel and the project is part of the approved Fiscal Year 2017 budget.

I'll be happy to answer any questions you may have.

Thank you,

Craig Nelson

CIRBN, LLC  
Service Order

The terms and conditions of this Service Order are in addition to the CIRBN Master Service Agreement by and between CIRBN and the Customer.

**Contract Date:** 03/03/2017

**1. Customer's Contact Information**

**Organization Name:** McLean County Government

**Account/Billing Number:** 24726-070-087

**Contract Number:** 24726-070-087-02

Please fill in appropriate contact information below:

<b>Primary Support Contact:</b>  <b>Name:</b> <u>Derek Barker</u> <b>Title:</b> <u>Network Admin</u> <b>Phone:</b> <b>Anytime:</b> <u>812-208-9512</u> <b>Day:</b> <u>309-888-5510</u> <b>Evening:</b> <u>812-208-9512</u> <b>E-mail:</b> <u>derek.barker@mcleancountyil.gov</u>	<b>Secondary Support Contact:</b>  <b>Name:</b> <u>Bret loerger</u> <b>Title:</b> _____ <b>Phone:</b> <b>Anytime:</b> _____ <b>Day:</b> <u>309-888-5506</u> <b>Evening:</b> <u>309-888-5506</u> <b>E-mail:</b> <u>Bret.loerger@mcleancountyil.gov</u>
<b>Primary Administrative / Billing Contact:</b>  <b>Name:</b> <u>Craig Nelson</u> <b>Title:</b> <u>Director, I.T.</u> <b>Phone:</b> <b>Anytime:</b> _____ <b>Day:</b> <u>309-888-5510</u> <b>Evening:</b> <u>309-261-2946</u> <b>E-mail:</b> <u>craig.nelson@mcleancountyil.gov</u>	<b>Customer Billing Address:</b>  <b>Name:</b> <u>McLean County Government</u> <b>Address:</b> <u>Office of Administrator</u> <u>115 E Washington RM 201</u> <u>PO Box 2400</u> <b>City:</b> <u>Bloomington</u> <b>St:</b> <u>IL</u> <b>Zip Code:</b> <u>61702-2400</u>

**Your Service Connection Date is:** 05/01/2017

**Service Contract Term:** 05/01/2017 to 05/01/2018 (12 months)

**2. Equipment & Customer Site Identification Information:**

☒ **Equipment is owned and deployed by CIRBN**

Make	Model	Description
CISCO	ME-3400-2CS-A	Metro Ethernet Access Switch and other associated cable and optics

Revised 5/16/2014

CIRBN, LLC  
Service Order

Your Customer site identification is a unique name associated with your connection at a specific Customer site that CIRBN will use to manage your connection to the Network. CIRBN may also use your Customer site identification to assist in troubleshooting any Network connection or service issues you may experience.

**Your Customer Site Identification is / are:**

Customer Site ID	Customer Site Address
Bloomington - 606	104 W Front St, Bloomington, IL 61701
Normal - 100ICN	303 S School St, Normal, IL 61761

**3. Customer Service Plan Options:**

☐

**Subscribers - Internet**

Internet Subscribers can only utilize Internet bandwidth (bandwidth to access systems/services outside of the Network) and do not have access to Intranet resources through CIRBN. Cost of this service is dependent upon the number of sites being serviced. CIRBN will provide Internet addresses to support the connectivity of computers and other devices associated with an Internet subscriber network.

☒

**Subscribers - Intranet**

Intranet Subscribers can only utilize Intranet bandwidth (bandwidth within the Network) and do not have access to Internet resources through CIRBN. Cost of this service is dependent upon the number of sites being serviced. CIRBN **will not** provide Internet addresses to support the connectivity of computers and other devices associated with an Intranet subscriber network.

☐

**Subscribers – Internet & Intranet**

Internet & Intranet Subscribers consume both Internet (bandwidth to access systems/services outside of the Network) and Intranet bandwidth (bandwidth within the Network). Cost of this service is dependent upon the level of Internet service being sought and the number of sites being serviced. CIRBN can provide Internet addresses to Internet Subscriber Customers to support the connectivity of computers and other devices associated with the Customer network.

CIRBN, LLC  
Service Order

☐ **Service Providers**

Organizations that are Service Providers resell Internet bandwidth and/or provide services consumed by users. Through CIRBN, these organizations can purchase Internet bandwidth at a graduated cost per unit. With the exception of the Equipment, a Service Provider is responsible for all costs and/or equipment necessary to connect to the CIRBN infrastructure.

☐ **Fiber Maintenance and Restoration**

Organizations that are CIRBN Internet/Intranet Subscribers or Service Providers can purchase fiber maintenance and restoration services if they would like CIRBN to manage their fiber assets. Customer understands that CIRBN cannot manage fiber assets where CIRBN does not have an easement or fiber is not in the public right-of-way.

☐ **Dedicated Internet Access Service:**

Organizations that are Service Providers who meet the criteria above, and require a higher level of service than outlined in the standard CIRBN Service Level Agreement found on [www.cirbn.org](http://www.cirbn.org), may utilize CIRBN's Dedicated Internet Access Service. In addition to the standard Service Level Agreement, increased service levels include:

- **Network Latency** - Is defined by CIRBN as the round-trip delay for a packet traveling through CIRBN's network to and from a major U.S. Internet peering location located in Chicago, Illinois. CIRBN guarantees a round-trip latency of 50 milliseconds or less.
- **Packet Loss** - CIRBN's standard is no more than 0.5% packet loss across the shared network backbone.
- **Jitter** - CIRBN network will provide jitter of less than 5 milliseconds between any two nodes on the network backbone.

**4. Schedule of Fees**

**Regular Recurring Charge(s)**

Name	Service	Quantity
McLean County Government - Law And Justice Center	Intranet	20 Mb/s
Stevenson Hall Data Center - ICN	Intranet	20 Mb/s
<b>Total Customer Monthly Cost</b>		<b>\$160.66</b>

Revised 5/16/2014



CIRBN, LLC  
Service Order

**Non-Recurring Charges**

Service Description	Quantity	Cost
Provisioning Fee		\$187.20
<b>Total Customer NRC Cost</b>		<b>\$187.20</b>

**5. Billing Schedule:**

Payment for the Services is "in advance" and must be received by CIRBN on or before the first day of the Service Connection Date. The due date for all subsequent bills will be on the first date of the month. All fees, charges and payment obligations of Customer must be paid in U.S. dollars. Customer may pay for more than one month of service upfront if they wish. Information regarding where to send payment will be included on each bill and is also available on CIRBN's website: [www.cirbn.org](http://www.cirbn.org).

**Customer's Signature:**

  
Authorized Signature

May 16, 2017  
Date

John D McIntyre  
Print Name

County Board Chairman  
Title



**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701

Phone: (309)888-5100

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**To:** The Honorable McLean County Executive Committee and the Honorable McLean County Board.

**From:** Craig Nelson, Director of Information Technologies

**Date:** May 3, 2017

**Re:** Scarfe Consulting Agreement

Information Technologies respectfully requests approval of the attached agreement with Scarfe Consulting for assistance in working on strategic issues related to GIS. In January of this year the County assumed the role of Lead Agency in the reorganized McLean County GIS Consortium (McGIS).

With several agencies involved, a number of priorities to consider and some complex licensing issues to negotiate, the consortium seeks to engage Ms. Scarfe's assistance. She is well versed in GIS Strategic issues and has assisted several consortiums in this type of work.

The agreement has been reviewed with the County's legal counsel and the monies are available as part of the approved Fiscal Year 2017 budget.

I'll be happy to answer any questions you may have.

Thank you,

Craig Nelson

# **McLEAN COUNTY GIS CONSORTIUM**

## **ENTERPRISE GIS REQUIREMENTS GATHERING PROJECT**

**Consulting Services Proposal**  
from



60 West Terra Cotta Ave., #239  
Crystal Lake, Illinois 60014  
[www.DSGIS.COM](http://www.DSGIS.COM)



March 9, 2017

Mr. Craig Nelson  
Director, McLean County Information Technologies  
115 East Washington Street, Room 202  
Bloomington, Illinois 61701

Dear Mr. Nelson,

SCARFE Consulting, LLC is pleased to present its proposal in response to your request for assistance in performing requirements gathering and assessment task in preparation for the development of an Enterprise GIS Strategic Plan for the McLean County Geographic Information Systems Consortium.

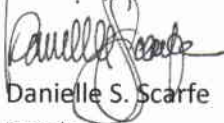
SCARFE Consulting, LLC is a Chicagoland-based, consulting firm that provides technology and management consulting for the public sector. Our focus is strategic planning, needs assessments, project management, business process re-engineering, application implementations with specific expertise in Geographic Information Systems (GIS) consulting services.

SCARFE Consulting has extensive experience and a proven methodology for gathering information from a project's key stakeholders, assessing their needs and synthesizing this information to formulate an Enterprise GIS Strategic Plan that is tailored to the agency specific needs and direction. Scarfe Consulting uses an effective two-step interview process to assist in understanding the current environment and desired future goals of the enterprise GIS program. A systematic engagement of all end users of the enterprise GIS, through a requirement gathering task, is necessary to begin the process of defining the GIS-supportable business functions, application needs, the data requirements and to determine the how best to architect a flexible GIS technology platform. The assessment and resulting recommendations from the evaluation will provide a focused approach for the Enterprise GIS program's strategic direction.

SCARFE Consulting is uniquely positioned to assist the Consortium participants due to our project experience and using our efficient requirements gathering methodology that allows us to prepare offsite and utilize our onsite time more effectively. With extensive experience in GIS and enterprise strategic planning, we feel that SCARFE Consulting is an excellent candidate to work with your team.

Thank you for the opportunity to present our proposal and qualifications.

Sincerely,



Danielle S. Scarfe

President  
dscarfe@dsgis.com  
815.970.2418



## 1 INTRODUCTION

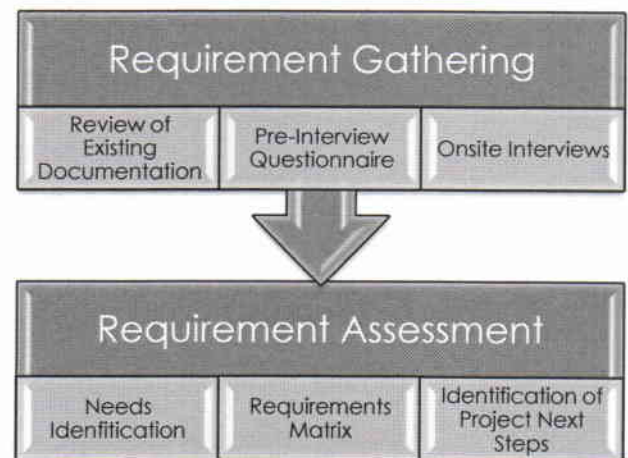
### 1.1 Project Understanding

The McLean County Geographic Information System (GIS) Consortium (the Consortium) recently formed an Intergovernmental Agreement to support the GIS needs for McLean County, the City of Bloomington and the Town of Normal. The purpose of the Consortium is to develop a coordinated countywide GIS for these entities as well as the constituents they serve. The Consortium would like to develop an enterprise GIS strategic plan that addresses their vision for the management of their operations, a common infrastructure to deploy GIS solutions, and develop policies and standards which will provide GIS capabilities for their staff as well as for the public.

Currently, GIS is utilized across the multiple entities with varying levels of staff skill sets and use. With the formation of the Consortium brings an opportunity to restructure how these agencies manage and deliver their services, defines their priorities, and coordinates with the varying levels of GIS end users. To properly determine where resources, services, and support are needed and how to properly coordinate these efforts, the Consortium must first identify and address the current gaps between the current conditions of stakeholder GIS-supportable business functions and the desired conditions to meet their mission critical operations. Once these needs are identified, they must be prioritized into actionable solutions that align with and are incorporated into the GIS Strategic Plan appropriately. This scope of work will address the first step of achieving this goal through the requirements gathering and assessment process.

### 1.2 Project Approach

Progression to a mature enterprise GIS is an incremental and on-going process which results in increased efficiencies, accuracy, security, and improved decision-making. The first step in the development of a strategic plan is to ensure that key stakeholder needs are gathered and prioritized, but also to ensure that resulting tasks can be accomplished in a timely manner. GIS documentation previously developed will be leveraged as appropriate and portions of the documentation that are deemed valuable will be leveraged. To determine where there are gaps and new requirements, SCARFE Consulting recommends an initial requirement gathering task and the assessment of that information as the fundamental step in the development of the enterprise GIS Strategic Plan.



## 2 TASK 1 – REQUIREMENTS GATHERING

During the *Requirements Gathering* task, existing materials are organized to leverage relevant information that will assist in developing the **pre-onsite interview questionnaire document** development. The questionnaire will request information from key stakeholders identified by the Consortium. Questions will focus on their current GIS services and supports, existing and future business data, current and





requested GIS applications, and any relevant project initiatives that play a critical role in their business operations.

Once this information is collected offsite and is reviewed, SCARFE Consulting will **facilitate onsite interviews with key stakeholders** to request more detailed information regarding critical needs and confirm interpretation that resources, data, applications, and technology needs are accurate and well defined. The Esri Account Manager will also be in attendance during these meetings to gather specific information to assist the Consortium in determining the GIS architectural platform that will be required to support the GIS program.

TASK 1 ACTIVITIES	DELIVERABLES	CLIENT RESPONSIBILITIES
<ul style="list-style-type: none"><li>• Collect existing documentation</li><li>• Pre-Onsite Interview Questionnaire Document Development</li><li>• Review Questionnaire Responses</li><li>• Onsite Interviews (2 days)</li></ul>	<p>Pre-Onsite Interview Questionnaire</p> <p>Onsite Needs Assessment Meetings (2 days)</p>	<p>Consortium provides any relevant information, coordinate collection of existing documentation regarding GIS operations, services, implemented strategies, standards, policies, and user needs.</p> <p>The consortium will schedule and reserve a conference room for stakeholder interviews.</p> <p>The Consortium will coordinate all pre-interview response collection with stakeholder leads</p>

### 3 TASK 2 – REQUIREMENTS ASSESSMENT AND GAP ANALYSIS

The Requirements Assessment will utilize identified pre-existing documentation, the pre-onsite interview questionnaire responses, and the onsite interview information to analyze the requirements to document common needs and workflow overlap of the participating stakeholders to illustrate where efficiencies can be gained through cooperative efforts as well as identify gaps where resources, procedures, standards, data, services, and support are inadequate. Matrixes will be developed to include identification of number GIS user types per stakeholder, their data needs, GIS application requirements, significant initiatives, potential system integrations, relevant business processes involving GIS, and support service expectations. The information in the **Requirements Assessment and Gap Analysis document** will be validated with the key stakeholder leads prior to finalization of the assessment to ensure information was captured accurately. Additionally, SCARFE Consulting will work in concert with Esri Account Manager to provide the next steps to architect the ArcGIS platform required to support the GIS needs of the Consortium.





TASK 2 ACTIVITIES	DELIVERABLES	CLIENT RESPONSIBILITIES
<ul style="list-style-type: none"><li>• Review any existing documentation</li><li>• Collate information from the interviews</li><li>• Develop Requirement Assessment and Gap Analysis Document and Support Matrixes (Draft/Final)</li><li>• Facilitate Web Conference to review Assessment findings</li></ul>	<p>Requirements Assessment and Gap Analysis Document (Draft/Final)</p> <p>Web Conference Meeting</p>	<p>The Consortium will coordinate all pre-interview responses with designated key stakeholder leads</p> <p>The Consortium will assist in the review of the assessment document and support matrixes providing timely feedback.</p>





#### 4 COST ESTIMATE

The chart below provides a cost estimate for the tasks outlined in the previous sections.

Project Task	Cost
Requirements Gathering and Onsite Interview Preparation	\$5,100.00
Requirements Assessment and Gap Analysis	\$7,650.00
Other Direct Costs (estimated not to exceed)	\$600.00
<b>PROJECT TOTAL</b>	<b>\$13,350.00</b>

#### 5 PROPOSED PROJECT SCHEDULE

The proposed work performance schedule to start May 17, 2017 and is completed by August 1, 2017. This timeline is contingent upon contract signing and notice to proceed by May 31, 2017.







**OFFICE OF THE ADMINISTRATOR**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

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## **MEMORANDUM**

**TO:** The Honorable Chairperson and Members of the Executive Committee

**FROM:** Bill Wasson, County Administrator

**DATE:** March 28, 2017

**RE:** Request for Approval to Apply for a County Credit Card for the County Administrator's Office

We respectfully request approval to obtain a county credit card for use by the staff of the McLean County Administrator's Office.

The credit card will be utilized for approved travel expenses, purchase of online commodities/products and emergency expenditures. The County Administrator will provide the credit card to employees only with prior approval of all charges.

The McLean County Auditor supports this request and recommended that we seek approval from the oversight committee for the department credit card.

We are happy to provide you with any additional information or address any questions or concerns you may have regarding this request. Thank you.



**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX 888-5111

115 E. Washington St., Room 401 P.O. Box 2400 Bloomington, IL 61702-2400

**MEMORANDUM**

Date: April 26, 2017

To: Honorable Chair and Members of the Health Committee

From: Hannah Eisner, Assistant County Administrator

Re: Ratification of Medline Contract

The County engaged the firm, Management Performance Associates (“MPA”), to conduct a review of our Nursing Home operations and to assist in the recruitment of a new administrator following the retirement of Matt Riehle in 2014. MPA identified a need to consolidate and streamline the purchasing of janitorial and patient care supplies. The Nursing Home entered into two contracts; one with Health Procurement Services, Inc (“HPSI”) and another with Medline, Inc., on MPA’s advice. Both vendors offer group purchasing of the products offered and provide the Nursing Home substantial savings. In addition, the Medline agreement gave the Nursing Home access to quality assurance software at a discounted rate.

The County Board approved the HPSI contract, but for unknown reasons the Medline contract was not submitted to the Board for authorization before it was signed. The contract was thoroughly reviewed by County staff, but due to an oversight the Nursing Home administrator was directed to sign the document without County Board approval. The Nursing Home has been placing orders and receiving supplies from Medline since the agreement was entered into in April 2015. The Nursing Home administrator has found this to be a very beneficial agreement and would like to continue to work with Medline. Therefore you are being asked to ratify her actions in signing the agreement and thereby authorize the contract.

**MEDLINE HEALTHCARE CORPORATE SALES SUPPLY AND PROGRAM  
AGREEMENT**

This Supply and Program Agreement ("Agreement"), dated the 8<sup>th</sup> day of April, 2015 (the "Agreement Date"), by and between MCLEAN COUNTY dba McLean County Nursing Home, a(n) ("Customer"), and MedCal Sales, L.L.C., an Illinois corporation ("Medline").

WHEREAS, Customer is a healthcare company that provides care to the elderly;

WHEREAS, Medline is a supplier of medical-surgical, durable medical, textile, wound care and other medical supply products ("Products") for acute care, long-term care and other healthcare institutions;

WHEREAS, Customer intends to purchase Products from Medline and enter into a corporate program relationship with Medline.

NOW, THEREFORE, in consideration of the terms and conditions set out herein, the parties agree as follows:

1. Term of Agreement. This Agreement shall commence on the Agreement Date, and terminate on April 8, 2017. This Agreement shall automatically renew for successive one year periods unless either party opts out in writing within 90 days of the anniversary date.

2. Products and Corporate Program.

(a) In each contract year, Customer shall purchase no less than 80% of its Product requirements from Medline. Customer further agrees that it shall not resell Medline brand Products to other distributors and retailers for resale purposes, but rather shall sell the Medline brand Products only to customers for their own use.

(b) For as long as this Agreement is in effect, Customer shall be entitled to the corporate programs and corporate program fees as set forth in the attached Exhibit A.

3. Pricing and Payment Terms. The purchase price of Products shall be at such fair market prices as are mutually agreed to by the parties. Prices of non-Medline brand products may be increased upon reasonable notice, in the event Medline's acquisition/distribution cost of such Products increases.

Customer represents and warrants that the sales on which Customer is paid a rebate hereunder do not require Medline to pay administrative fees to any group purchasing organization. In the event Medline is required to pay administrative fees on any such sales, Medline must be notified in writing that the Customer will be participating with a group purchasing organization and Customer shall reimburse Medline for any such fees paid and the rebate hereunder shall be terminated or reduced on a going forward basis to offset any fees paid in the future.

4. **Delivery.** All shipments of Products shall be subject to Medline's standard freight policy.

5. **Indemnification, Warranties, Specifications and Notices.**

5.1 **Indemnification.** Medline hereby agrees to indemnify, defend and hold harmless Customer and its respective directors, officers, employees, agents and insurers, from and against any and all third party claims, demands, and actions, and the losses, expenses, damages, liabilities, costs (including reasonable attorneys' fees) and judgments related to such claims, arising out of bodily injury, property damage or any other damage or injury caused by a defect of the Medline-brand Products; provided however, in no event shall Medline be obligated to indemnify Customer or its directors, officers, employees, agents and insurers, from any liability or claim arising from Customer's negligence or misuse of the Products.

5.2 **Warranties and Published Specifications.** Medline warrants that the Products shall be free from defects in material and workmanship and shall conform to the published specifications for such Products and Medline's representations regarding the functions and uses for which the Products are marketed. All Products shall be and shall remain in compliance with all applicable federal, state and local laws and regulations. All of the warranties referenced or set forth in this Section 5.2 shall be in addition to all other warranties which may be prescribed by law.

6. **Termination.** In the event of a material breach of this Agreement, the non-breaching party shall notify the breaching party in writing, of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within 30 days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or at equity. Upon reasonable ground for insecurity, Medline shall have the right to (a) demand assurances of due performance (e.g., timely and full payment), and (b) immediately discontinue shipments and/or hold orders until such assurances are received and/or sufficient security arrangements and/or payments are agreed to between the parties.

7. **Force Majeure.** In the event (1) performance of any term or condition of this Agreement is delayed or prevented in whole or in part because of or related to (a) compliance with any law, decree, request, or order of any governmental agency or authority, whether local, state, provincial or federal, (b) riots, war, acts of terrorism, public disturbances, strikes, lockouts, differences with workmen, fires, explosions, storms, floods, acts of God, accidents of navigation, breakdown or failure of transportation, manufacturing, distribution, storage or processing facilities, (c) failure of or interference with the manufacture, receiving, handling, delivery or consumption of the Products, (d) the imposition of new or increased tariffs, taxes, duties and the like, (e) shortages or unavailability of raw materials, or (f) for any other reason (whether or not of the same class or kind as herein set forth) which is not within the reasonable control of the party whose performance is interfered with and which by the exercise of reasonable diligence said party is unable to prevent (such occurrences referred to herein as "force majeure"), or (2) of an inability to obtain at reasonable prices or in sufficient quantities the Products or the raw materials, chemicals, material, fuel, power, energy, labor, containers, transportation or

distribution facilities or equipment relating to the production or distribution of the Products, then the party so affected by the occurrence or inability may at its option suspend performance, deliveries or receipts during the period so affected, and no liability will attach against either party on account thereof. Notwithstanding any other term or condition of this Agreement, in the event of a force majeure affecting Medline as described above, Medline may apportion its available supply of such Products among its purchasers on any basis without incurring any liability and/or adjust the prices of the Products to offset increased costs relating to the events described in (1) and (2), above.

8. Compliance. If Customer is required to submit a cost report under a federal or state health care program, Customer shall fully and accurately disclose the discount in its cost reports. Upon request by the Secretary of the Department of Health and Human Services or a State agency, Customer shall provide requested information regarding this discount. This notice is being provided to enable the parties to satisfy the discount safe harbor to the Anti-Kickback Statute, 42 C.F.R. § 1001.952(h).

9. Miscellaneous.

9.1 Contents of Agreement, etc. Any and all Exhibits hereto are intended to be and hereby are specifically made a part of this Agreement. This Agreement sets forth the entire understanding of the parties with respect to the transactions contemplated herein, and shall be amended only by a written instrument signed by all parties. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

9.2 Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

9.3 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by facsimile or by registered or certified mail, postage prepaid, as follows:

If to Customer, to:

Customer	MCLEAN COUNTY dba McLean County Nursing Home
Address	901 North Main
City/St/Zip	Normal, IL 61761
Attn:	

If to Medline, to:

MedCal Sales, L.L.C.  
Mundelein, Illinois 60060  
Attention: Alex Liberman, General Counsel Facsimile No.: (847) 949-2633



or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have given as of the date so personally delivered or facsimile or three (3) days after being deposited in the mail.

9.4 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Illinois.

9.5 Successors and Assigns. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto and their heirs, executors, administrators, legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns in accordance with the terms hereof.

9.6 Headings, Gender and "Person". All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Any reference to a "person" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or any other entity.

9.7 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.8 Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date below written.

MCLEAN COUNTY dba McLean  
County Nursing Home

MedCal Sales, L.L.C.,

By:

By:

Name:

Name: Shawn Scott

Title:

Title:

Senior Vice President  
HealthCare Corporate Sales

Account (s) #: 1006572

Exhibit A

Corporate Program - Abaqis

Fee Schedule

For as long as this Agreement is in effect, Customer shall be entitled to license Abaqis® and receive Abaqis® products and services (pursuant to documentation to be negotiated between Customer and Providigm for the following fees, to be paid directly to Providigm:

Abaqis monthly subscription per facility for Stage 1 - \$ 275

Set-Up Package - \$ 2,750

If Customer is a party to a Medline Supply Agreement, it shall be entitled to the rate offered by Medline to its customers. If Customer terminates its Supply Agreement with Medline, the discount will no longer apply and Customer's Monthly Subscription Fee will be automatically increased to \$635 per facility; List Price.


Additionally, Customer agrees to meet the terms of the executed Medline Supply Agreement. If Customer does not meet the 80% supply commitment, Customer is deemed non-compliant and has 90 days to achieve compliance or may be automatically increased to List Price for the remainder of the Term.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date below written.

MCLEAN COUNTY dba McLean  
County Nursing Home

MEDCAL SALES, L.L.C.

By:



By:



Name:

Cindy Wegner

Name: Shawn Scott

Title:

Administrator

Title:

Senior Vice President  
HealthCare Corporate Sales

Date

7-15-15

Date

7-24-15

Account (s) #: 1006572





## abaqis® SUBSCRIPTION AGREEMENT

THIS abaqis SUBSCRIPTION AGREEMENT ("Agreement"), is made and effective as of the date identified as the "Effective Date" below and is by and between Providigm, LLC, a Colorado limited liability company ("Providigm"), and the entity listed as "Client" below. This Agreement, together with the exhibits, schedules and attachments hereto, including the Terms and Conditions attached hereto as Exhibit B (the "Terms") (collectively, the "Agreement"), governs the terms upon which Providigm will provide Client access to the abaqis software platform ("abaqis") for the nursing home facilities identified on Exhibit A hereto (the "Facilities") and certain other training, installation and services related thereto (the "Services"). Now, therefore, the parties agree as follows:

Effective Date	April 8, 2015		
Client	MCLEAN COUNTY dba McLean County Nursing Home		
Client Address	901 North Main Normal, IL 61761		
Business Structure	Government - County	Principle Place of Business (State of Organization)	IL
Subscription	abaqis Quality Management System		
Initial Term	24 Months from Activation Date	Number of Subscribing Facilities	1
Subscription Fee per Facility per Month	\$275.00	Monthly Fee for all Subscribing	\$275.00
Apply Medline Supply Agreement Discount*	Yes	Per Facility Early Termination Fee	\$825.00
Training Package	2-Day Training Package	Training Fee	\$2,750.00
Special Terms			

\* If Client is a party to a Medline Supply Agreement, it shall be entitled to the rate offered by Providigm to Medline customers. If Client terminates its Supply Agreement with Medline, the discount will no longer apply and Client's Subscription Fee may be automatically increased to Providigm's standard rate for the remainder of the Term.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. Signatures delivered by facsimile or other electronic transmission and copies of signatures will be treated in all respects as an original. The parties have executed this Agreement as of the Effective Date.

PROVIDIGM, LLC

CLIENT

(Signature)

(Signature)

Print Name: Robert Feurer

Print Name: Cindy Wegner

Title: Chief Financial Officer

Title: Administrator

Date:

Date: 7-15-15

Email address (for receipt of fully executed agreement)

McLean County Nursing Home Contact for Scheduling abaqis Training:

Name: Michelle Wartena

Phone: 309-888-5380

Title: D.O.N.

Email: michelle.wartena@mclean  
countyil.gov

00004479

Revised 11.17.2014

abaqis®  
Quality Management System



**EXHIBIT A**  
**SUBSCRIBING FACILITIES**

Home	Street	Phone	Medline Account
MCLEAN COUNTY dba McLean County Nursing Home	901 North Main Normal, IL 61761	(309) 888-5380	1006572

00004479

Revised 11.17.2014





DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: **Honorable Chairman and Members, Property Committee**

FROM: Michael J. Steffa, Director of Parks and Recreation *MS*

DATE: 04/26/2017

RE: Tractor/Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 2 year lease, minimum 400 hours per year, and an 85 PTO HP mechanical front wheel drive tractor with a minimum 3800 lbs. lift capacity loader for one unit. The most recent quotations received for loader lease are as follows:

**Annual Lease Cost**

<b>Martin-Sullivan Implement Co.</b>	<b>\$4,950.00 &amp; \$15.00 for ea. hr. over 400</b>
Central Illinois Ag. ***	\$11,763.44 & \$16.20 for ea. hr. over 450
Cross Implement Inc.	Declined to submit proposal
Birkey's Farm Store	Declined to submit proposal
Midwest Equipment	Declined to submit proposal
Nord Power Equipment	Declined to submit proposal

**\*\*\* - Central Illinois Ag. could only offer a three-year lease program.**

All tractors included in proposals met specifications.

I would like to recommend the approval of a 2 year lease agreement with **Martin-Sullivan Implement Company** in Lexington, Illinois for a single tractor/end loader at \$4,950.00 annually for a 2 year lease period. This unit has a quick release loader attachment system which allows for multiple-use.

In the 2 year lease agreement, the vendor is required to replace the unit with a new unit at the end of the first year of lease. The two year agreement will guarantee budget stability for the next 2 years and reward the vendor for providing a competitive proposal.

**JOHN DEERE****RENTAL AGREEMENT**

Rental #

04760867

Original

Name	LESSEE MCLEAN COUNTY PARKS AND	DATE Jul 01, 2017	RENTAL TERM	BEGINS Jul 01, 2017	ENDS 30 JUN 2019
Street or RFD	13001 RECREATION AREA DR	Purchaser Acct No	Customer P.O. NO.	ACCOUNT NO. 065799	Government Bld No.
City, ST Zip Code	HUDSON, IL 61748	LESSOR NAME AND ADDRESS MARTIN SULLIVAN, INC.			
Telephone Number	309-726-2022	902 N. Orange			
Contact	MICHAEL STEFFA	Lexington, IL 61753			

Percentage of Rental Payments Applied to	= Estimated Rental Charge (Rental Rate x Estimated Rental Period)	\$ 0.00
Purchase Option: 0.00 %	+ Itemized Fees	\$ 0.00
Security Deposit : \$ 0.00	+ Taxes	\$ 0.00
Maximum Hours No More Than : Per Day	+ Service Charge	\$ 0.00
Maximum Hours No More Than : Per Week	+ Additional Charges	\$ 0.00
Maximum Hours No More Than : Per Month	= Additional Charges Subtotal	\$ 0.00
	<b>Total Rental Charge</b>	<b>\$ 0.00</b>

**Notes**

RENTAL ON OPEN STATION JD TRACTOR &amp; LOADER FOR UP TO 400 HRS. / YR. \$10./ HR FOR HOURS OVER 400 HRS.

EQUIPMENT WILL BE USED AT: (Name)		(Address)		Lessee will not remove the Equipment from this Location without written permission from Lessor.
MCLEAN COUNTY PA		13001 RECREATION AREA DRIVE		
(City)	State/Province	(ZIP Code)	County	(Phone Number)
HUDSON	IL	61748	MCLEAN	309-726-2022

Doc Ref No.	Qty	Model	Size & Description of Equipment (Give Product Identification No.)	Hour Meter Reading	Min. Rental Guaranteed By Lessee	Present Value	%
06860625	1	5100E TRACTOR	JOHN DEERE 5100E Utility Tractor Stock # 65749 Rental Rate Per Month 0.00 Est. Rental Period 412.50			\$ 55,902 00	0.00
	1	H260 FARM LOADER	JOHN DEERE H260 Standard Loader Stock # 65750 Rental Rate Per Day 0.00 Est. Rental Period 0.00			\$ 7,407 00	0.00
Primary Insurance Name and Address						\$ 63,309 00	TOTAL PRESENT VALUE
Additional Insured Name and Address							
Insurance Loss Payee Name and Address MARTIN SULLIVAN, INC. 902 N. Orange Lexington, IL US							
PURCHASER TYPE		MARKET USE					
4 Use County		87 Parks and Cemeteries					

LESSEE(Customer) MCLEAN COUNTY PARK	LESSOR(Dealer) JONES, KEN <i>Martin Sullivan Inc.</i>
<i>Michael J. Steffa For McLean Co. Parks</i>	BY <i>Ken Jones</i>
THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT.	



## RENTAL AGREEMENT

**1. General.** The above-named Lessor hereby leases to the above named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above or to such other person and address as Lessor may direct from time to time. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof. Lessee agrees to remit to Lessor the rental payments and all other amounts when due and payable, even if Lessor does not send Lessee a bill or an invoice. Lessee agrees that any amount due under this Rental Agreement, may, if specified above, at the option of the Lessor, be submitted by Lessor as a charge authorized by Lessee to the PowerPlan or Farm Plan account of Lessee, and Lessee agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Lessee agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks Lessee sends to Lessor will not change or reduce Lessee's obligations to Lessor. If a payment is returned to Lessor by the bank for any reason, Lessee agrees to pay Lessor a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Rental payments and other payments may be applied, at Lessor's discretion, to any obligation Lessee may have to Lessor or its assignee or any affiliate of Lessor or its assignee. If the total of all payments made during the rental term exceeds the total of all amounts due under the Rental Agreement by less than \$25, Lessor may retain such excess. Rental terms and conditions from all invoices, monthly statements, or other agreements between Lessor and Lessee are hereby incorporated into this Rental Agreement. **LESSEE'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

**2. Security Deposit.** Any Security Deposit will be held by Lessor in a non-interest bearing account, commingled with other funds. Lessor may apply the Security Deposit to any amounts due under the Rental Agreement and, if Lessor does so, Lessee agrees to promptly remit to Lessor the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Lessee within thirty days of termination of the Rental Agreement and final inspection by Lessor, provided Lessee is not in default.

**3. Equipment Use. LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE.** Lessor is the owner of the Equipment and the Lessee has only the right to use the Equipment under the terms of this Rental Agreement. You agree to **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified above, and Lessee agrees to pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Lessee agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Lessor may provide. Lessee agrees to pay \$\_\_\_\_ if the hour meter is damaged or rendered inoperative during the term of this Rental Agreement. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at Lessee's sole expense, any and all repairs. Lessee agrees (a) to not move the Equipment to another county or state without notifying Lessor within 30 days; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Lessee's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Lessee, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Lessee or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Rental Agreement, all Equipment shall be returned by Lessee at Lessee's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to Lessee, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Rental Agreement. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. If Lessee fails to return the Equipment promptly upon any expiration or termination of this Rental Agreement, additional rent shall be payable by Lessee for each day the Lessee remains in possession of the Equipment, in an amount prorated a one and one-half times the normal rental payment amount. Lessee agrees to keep the Equipment free and clear of liens and encumbrances, except those in Lessor's favor, and promptly notify Lessor if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Lessor, John Deere, or other John Deere dealers. Lessee agrees that Lessor, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Lessee have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Lessee's personal information, Lessee hereby consents to the collection, use and disclosure of such personal information, to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Lessor, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Lessee shall not use the Data Reporting Systems to track the location of any person unless Lessee has first obtained any necessary approvals from such person to permit Lessee, Lessor, John Deere and other John Deere dealers to track such location. Lessee shall not remove, modify or disable any Data Reporting Systems without Lessor's prior written consent.

## RENTAL AGREEMENT

**4. Risk of Loss.** Lessee unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including any claims Lessor was negligent, failed to warn Lessee of any risks or dangers associated with use, possession or transportation of the Equipment, failed to assist Lessee load, unload, transport or inspect the Equipment before, during or after the Term of Lease. Lessee's obligation to insure the Equipment continues until Lessee returns the Equipment to Lessor and Lessor accepts it. Neither Lessor, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages which may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Lessor in satisfactory condition, Lessee is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Lessee must promptly notify Lessor of any such event. In the event of any loss or damage to the Equipment, Lessee agrees to promptly repair or replace the Equipment to Lessor's satisfaction, at Lessee's sole cost, and the terms of the Rental Agreement will continue to apply throughout the Rental Agreement term.

**5. Purchase Option.** Upon expiration of the term of the Rental Agreement or at any time during such term, and provided Lessee is not in default, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above (plus applicable taxes, including estimated property taxes) and may apply to such purchase price the percentage specified above of all rentals therefore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Lessor has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Lessee is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, we will transfer to you all of our right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Rental Agreement continue prior to any final transfer of Lessor's right, title and interest in the purchased Equipment including Lessee's agreement to make timely rental payments.

**6. Indemnification.** Lessee shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Lessor was negligent. Lessee agrees to protect, defend and indemnify and hold Lessor harmless, from and against all Claims of any kind or nature whatsoever, although Lessor reserves the right to control the defense and to select or approve defense counsel. Lessee will promptly notify Lessor of all Claims made. Lessee's liability under this Section is not limited to the amounts of insurance required under this Rental Agreement. This Indemnity commences upon the Rental Term Begins on Date of this Rental Agreement and continues beyond the termination of this Rental Agreement, for acts or omissions, which occurred during the Rental Agreement term. Lessee waives all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

**7. Addition of Accessories:** Lessee will not, without the express written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Lessor unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Lessee's sole expense to the satisfaction of the Lessor.

**8. Compliance with Regulations:** Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Lessee, Lessee agrees to promptly file such tax returns and reports and deliver copies to Lessor. Lessee agrees to keep and make available to Lessor all tax returns and reports for taxes paid by Lessee. If applicable, Lessee shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

**9. Inspection:** Lessee shall, whenever requested, advise Lessor of the exact location of the Equipment. Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located.

**10. Assignment:** Lessor may, without notice to Lessee, assign this Rental Agreement and all of Lessor's rights in and to the Equipment and all rents due or to become due to Lessor hereunder. Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee. Lessee may not assign this Rental Agreement, sub-lease or allow anyone other than Lessee's employees to use the Equipment. Lessee agrees not to assert against Lessor's assignee any claims, offsets or defenses which Lessee may have against Lessor.

**11. Default:** If (a) Lessee shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Rental Agreement, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Lessor deems is improper or unreasonable; or (11) Lessee (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Lessee's property, or if (c) a default occurs under any other agreement between Lessee (or any of Lessee's affiliates) and Lessor (or any of Lessor's affiliates); or if (d) for any reason Lessor deems itself insecure or the Equipment unsafe; or if (e) Lessor, in its opinion, deems Lessee's financial condition unsatisfactory Lessor may determine that Lessee is in default (An "Event of Default").



## RENTAL AGREEMENT

**12. Remedies:** Upon the occurrence of an Event of Default, Lessee shall (a) deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Lessor; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. Upon the occurrence of an Event of Default, Lessor may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.

**13. Construction:** This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any item of Equipment rented hereunder except as a Lessee. This Rental Agreement supercedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. If a court finds any part of this Rental Agreement to be invalid or unenforceable, the remainder of this Rental Agreement will remain in effect. Lessee permits Lessor to monitor and record telephone conversations between Lessee and Lessor.

**14. Guaranteed Rental - Return of Equipment:** Provided the guaranteed rental shown on the reverse side is or has been paid Lessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor. In the event such termination occurs prior to the expiration of the rental Agreement term, Lessee agrees to (a) promptly deliver the Equipment to Lessor at the time and place Lessor chooses; and (b) pay to Lessor the remainder of all rental payments for the Minimum Rental period Guaranteed by Lessee, which will all be immediately due and payable. If this Rental Agreement is terminated for any reason and Lessee does not return the Equipment to Lessor, Lessee agrees to remit to Lessor, until such time as the Equipment is returned to Lessor in accordance with the provisions of this Section, additional lease payments each month equal the Rental Rate, or its monthly equivalent.

**15. Replacement:** Lessor may, at Lessor's option, replace the Equipment with a similar machine at any time during the rental term. Lessor will notify Lessee if Lessor intends to exercise this option, and Lessee will have three (3) business days following such notice in which to exercise the purchase option provided in this Lease or return the Equipment to Lessor. Upon return of the Equipment to Lessor, the rental term hereunder shall terminate, and the parties will enter into a new original Rental Agreement covering the replacement machine. Such new Rental Agreement shall extend, at a minimum, for the remainder of this Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment hereunder.

**16. Lessee Representations and Warranties:** Lessee represents, warrants and covenants to Lessor so long as this Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Lessee is a party to or by which Lessee is bound; (b) Lessee will comply with all applicable laws, ordinances and regulations; (c) Lessee will not take any action, including filing any tax or other report, that is inconsistent with Lessor's ownership of the Equipment; (d) all information Lessee has given to Lessor is true, accurate and complete; (e) since the date of the most recent financial information given to Lessor, no material adverse change in Lessee's business, assets, or prospects has occurred. Lessee will promptly deliver to Lessor such financial statements, reports and other information as Lessor may request; (f) Lessee is and will remain duly organized, validly existing and in good standing under the laws of Lessee's jurisdiction of organization; (g) Lessee is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Lessee of the Rental Agreement will not breach any provision of Lessee's organizational documents or legal authority. Lessee acknowledges and agrees, that (1) the Equipment was selected by Lessee; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Lessee (3) the safe operation and the proper servicing of the Equipment were explained to Lessee (4) Lessee received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Rental Agreement.

**17. General:** Time is of the essence of this Rental Agreement. **LESSOR AND LESSEE EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Lessor's failure at anytime to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demands strict compliance there with or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. Lessee irrevocably authorizes Lessor, at any time, to (a) insert or correct information on this Rental Agreement, including Lessee's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Lessee's name on remittances for insurance and Equipment sale or rental proceeds.

### ASSIGNMENT

TO: JOHN DEERE

For value received I hereby assign, sell and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assign, subject to all the terms of the applicable John Deere Rental Sale Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program.

"John Deere" means the John Deere Company, a division of Deere & Company or John Deere Construction & Forestry Company with whom the leasing dealer has executed an Authorized Dealer Agreement.

DATE:

DEALER: MARTIN SULLIVAN, INC.

SIGNED BY:

Customer's Initials

Date

MS  
4-26-17



**Facilities Management**


104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX [jack.moody@mcleancountyil.gov](mailto:jack.moody@mcleancountyil.gov)

To: The Honorable Chairman and Members of the Property Committee  
Mr. Bill Wasson

From: Jack Moody, CFM   
Director, Facilities Management

Date: April 6, 2017

Subj: Request for Department Credit Card

Facilities Management Department respectfully requests permission to be issued a department credit card for use when firms we are working with to order repair parts require a credit card for payment prior to accepting our order.

We have been successful in obtaining HVAC and other repair parts by going to firms who have the same part, often substantially cheaper, and they can direct ship, many times overnight so we can fix the unit. This is also an aid to be used during emergencies for parts we need to keep critical building systems operating. We have discussed this need with the County Auditor and she is in full agreement and recommends we ask your kind permission.

Attached is the form we were given by the County Auditor.

I am available to answer any question you may have.

Thank you for your assistance in this matter.

JEM: enclosure



## MCLEAN COUNTY OFFICIAL/EMPLOYEE CARDHOLDER AGREEMENT

My department has obtained a Commerce Bank Corporate Procurement Card (hereinafter the "Card"). In consideration of my being authorized to utilize the Card, I agree to comply with the following terms and conditions regarding its use.

1. I have been issued a Commerce Bank Corporate Procurement Card. I understand McLean County will be liable for financial commitments made with this card, and I agree to comply with the terms and conditions herein imposed.
2. I will not use the Procurement Card for personal use, for cash advances, for unauthorized travel and entertainment, for meals, or for purchase of alcoholic beverages or any substance or material or service which violates County Ordinances or State or Federal law.
3. I will not use the Procurement Card for property leases, gifts or gift cards.
4. I will not use the Procurement Card for purchases of supplies, furniture or equipment in excess of the authorized limits of the card being used.
5. I will not allow any unauthorized person to use the Procurement Card.
6. I agree to provide specific information about any transaction when requested. I agree to surrender my card if I am reassigned, relocated or terminated.
7. I understand that use of the Procurement Card in violation of these policies will result in referral to the appropriate oversight committee and possible 30-day suspension of privileges by the oversight committee. Card privileges will be restored only after any inappropriate charges are paid by the cardholder and the cardholder completes a training session with the County Auditor on proper card usage.
8. I understand that repeated use of the Procurement Card in violation of these policies will result in referral to the appropriate oversight committee and possible revocation of card privileges.

Jack Moody 4/6/17  
Official/Employee Signature Date

REC

APR 06 2017

Facilities Management  
Department Name

Facilities Mgt. Div.

Jack Moody 4/6/17  
Department Supervisor Signature Date

Michelle L. Anderson 4/6/2017  
McLean County Auditor Date

LAW & JUSTICE CENTER  
104 West Front Street, Room 404  
P.O. Box 2420  
Bloomington, IL 61702-2420



**DON R. EVERHART, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**COUNTY OF McLEAN**  
**(309) 888-5301**

DIVISION OFFICES	
Criminal:	Room 303 309-888-5320
Divorce/Family:	Room 404 309-888-5305
Civil:	Room 404 309-888-5340
Small Claims:	Room 404 309-888-5330
Traffic:	Room 303 309-888-5310

### **MEMORANDUM**

**TO:** The Honorable Chairman and Members of the Justice Committee  
Mr. Bill Wasson, County Administrator

**FROM:** Don R. Everhart, Jr., Circuit Clerk

**CC:** Ms. Hannah Eisner, Assistant County Administrator  
Mr. Don Knapp, First Civil Assistant States Attorney

**DATE:** April 21, 2017

**RE:** Agreement for eAppeal.net subscription / Electronic Filing the Record on Appeal

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Pursuant to Supreme Court of Illinois order M.R. 18368, effective July 1, 2017, all trial court records on appeal will be standardized and transmitted using the central electronic filing manager (EFM) service from each county to the respective reviewing court.

Attached for your review and consideration is an agreement between Conscisys Corp. and the McLean County Circuit Clerk. The agreement would permit the McLean County Circuit Clerk to utilize eAppeal.net, an annual online subscription service that would compile a case document in the format published by the Supreme Court of Illinois for electronic submission to the Illinois Fourth District Appellate Court.

Conscisys Corp. has been providing services to Boone, Carroll, DeKalb, DuPage, Jo Daviess, Kendall, Lake, Lee, Madison, McHenry, Ogle, Sangamon, Stephenson, Will, and Winnebago Counties.

Mr. Don Knapp, First Civil Assistant States Attorney, reviewed the agreement and found it to be consistent with County requirements.

As Circuit Clerk, I recommend and request approval of this agreement

## RENTAL TERMS and CONDITIONS

<b>RATES</b>	Rates are based on \$/engine HP + additional options which add value to the base machine's operation. 200 hour minimum rental period and 2 month maximum rental period unless agreed upon prior to the rental start date.
<b>SELLING EQUIPMENT</b>	All rental equipment is available for sale. If the rented equipment is sold, a comparable model will be exchanged (if available) to continue the rental at time of pick-up of the sold equipment. Pro-rated rental payment will be refunded, if equipment exchange is not available.
<b>TERMS</b>	1/2 rental payment is due upon delivery of the unit with the remaining amount (including overages) due upon return. 80% of the total rental charge will be applied towards the purchase of the rental within 30 days of the rental end date.
<b>HAULING</b>	The renter pays hauling costs to and from the farm or job site, if applicable.
<b>INSURANCE</b>	The renter must provide <b>Martin Sullivan, Inc.</b> with a certificate of insurance covering comprehensive fire and theft and general liability on rented equipment. <b>Martin Sullivan, Inc.</b> is to be named <u>loss payee</u> and <u>additional insured</u> .
<b>INDEMNIFICATION RISK OF LOSS</b>	<b>RENTER</b> agrees to indemnify, defend and hold harmless <b>Martin Sullivan, Inc.</b> , its employees, its clients and its affiliates from all liabilities, losses, damages, demands, claims, suits, costs and expenses including reasonable legal fees and other expenses of litigation in any way arising out of or related to this rental. <b>RENTER'S</b> violation of law or regulation and/or <b>RENTER'S</b> negligence or other fault, or that of its agents, or employees, or subcontractors, except for that portion of any losses which are solely attributable to the negligence or willful misconduct of <b>Martin Sullivan, Inc.</b> This indemnity specifically covers any claims asserted by <b>RENTER'S</b> employees for personal injury or other loss.
<b>SERVICING</b>	<b>RENTER</b> is responsible for servicing rental equipment according to the manufacturer's service recommendations. Daily lubrication of grease zirks, daily checks of oil and coolant levels, oil and filter changes, checks for leaks and inspection of the machine for abnormal conditions are required.
<b>CLEANING / DETAILING</b>	<b>RENTER</b> agrees to wash outside of the machine and detail mud, dirt, grease, and grime from the cab interior prior to returning from rental. If equipment has not been cleaned/detailed, customer will be billed \$200 reconditioning fee by the Martin Sullivan service department.
<b>FUEL</b>	<b>RENTER</b> is responsible for returning the unit with a comparable amount of fuel it was rented with as determined by the fuel guage. Any fuel shortage will be charged at \$5/gallon to return to the required level.
<b>DAMAGE</b>	<b>RENTER</b> is responsible for the rental equipment, and will be charged for damage due to abuse, neglect, collision, upset and/or wear from use in extreme conditions.
<b>REPAIRS</b>	<b>Martin Sullivan, Inc.</b> is responsible for all repairs required as a result of normal wear and use, as defined by <b>Martin Sullivan, Inc.</b>

*X Michael J. Steffen for Median Co. Parks*      4-26-17  
 Customer Signature      Date  
*Martin Sullivan by Ken Jones*      4/26/2017  
 MS, Inc. Signature      Date

Internal Rental Notes

Initial      Date

**AGREEMENT**  
**(County of McLean Circuit Court Clerk, State of Illinois McLean 11-4)**

This AGREEMENT for (eAppeal.net®) subscription based software services is made and entered into by and between (McLean Circuit Court Clerk, (hereinafter" the "SUBSCRIBER"), and Conscisys Corp. (hereinafter: the "PROVIDER").

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Definitions of terms used in this Agreement**

- a. "SUBSCRIBER" collectively includes all personnel designated by SUBSCRIBER as having access to the eAppeal.net server site(s) and services.

**2. Service Features:**

PROVIDER has available certain Web-based services designed and implemented for the use of Circuit and Appellate Court Clerks and other Court jurisdictions through the domain [www.eAppeal.net](http://www.eAppeal.net). By subscribing to these services as identified below the SUBSCRIBER can compose appeal cases for their respective Illinois Appellate Court jurisdiction or for the Illinois Supreme Court provided the Supreme Court case preparation requirement is the same format as the Appellate Court rules. If the Supreme Court format is different than the standard published format (see Link below) then that document may not be processed by eAppeal.net if eAppeal.net determines the additional requirement is onerous to the eAppeal process.

- a. Package the case document in the format published by Supreme Court of Illinois. Reference: <http://efile.illinoiscourts.gov/documents/IL-Record-on-Appeal-Standards-v1.0.pdf>.
- b. Create the Table of Content section with the hyperlinks to the items within the Section to facilitate navigation and location of specific contents and documents within the record.
- c. The service creates the Certification of Record included as Page 1 of the Common Law Record Section, which shall state that the Record on Appeal has been prepared and certified in the form required for transmission to the reviewing court.
- d. eAppeal.net initiates the pagination process by assigning the page number as described by the standards.
- e. This software/service will verify if the prepared document is searchable. It is the responsibility of Circuit Court Appeal department to create the searchable document in an acceptable format for verification.
- f. Subscriber acknowledges that all trial Case documents created by this service remain on Subscribers infrastructure and it is the express responsibility of the Subscriber to provide backup and availability of the case data and documents.

Services are limited to those services as described above and are provided only for the use of the Subscriber. Subscriber may not use eAppeal.net to provide services to other counties or jurisdictions. Other services such electronic transmission of cases to an EFM or other destinations, Storage and retrieval of previously composed eAppeal.net documents, sending of certified copies to requesters, routing of receipt of case notices, provision of standard emailing, chat, newsletters and/or links to private service companies may be provided at the discretion of the PROVIDER and at an agreed upon additional cost to the SUBSCRIBER.

**3. Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- a. Acceptance – SUBSCRIBER shall pay an annual subscription fee as agreed upon between PROVIDER and SUBSCRIBER. Unless otherwise agreed to in writing between the SUBSCRIBER and PROVIDER, the SUBSCRIBER shall prepay to the PROVIDER its required annual fee prior to start of services.
- b. SUBSCRIBER fee for the initial term of this Agreement shall be Fee Amount One Thousand Three Hundred dollars (\$ 1,300.00).

**4. Terms**

This Agreement shall not become effective until executed by the SUBSCRIBER and the PROVIDER. This Agreement shall terminate on the 365<sup>th</sup> day after date of execution by PROVIDER and automatically renew for an additional one year term unless cancelled by either party. After SUBSCRIBER execution, the signed Agreement shall be emailed to [contracts@conscisys.com](mailto:contracts@conscisys.com). Upon receipt of Agreement by PROVIDER, SUBSCRIBER will be invoiced for the annual subscription fee. Filing Services will be available to SUBSCRIBER upon the receipt of SUBSCRIBER payment. Note that in the event of termination prior to annual renewal date, no refund will be due to Subscriber for prepaid Annual Subscription fees nor for any other payments received from Subscriber. Subscriber agrees that no refunds are due from PROVIDER in the event of early termination.



This agreement will automatically renew after the initial period unless otherwise changed by SUBSCRIBER or PROVIDER. All such changes to the Terms shall be made in writing to the signing parties of this Agreement at least 30 days prior to termination date. Notices to Conscisys shall be sent to [contracts@conscisys.com](mailto:contracts@conscisys.com).

5. Termination

This Agreement may be terminated, with or without cause, by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Product of Service: Copyright

All eAppeal.net software used by SUBSCRIBER and Users accessing the eAppeal.net server site are the licensed property of the PROVIDER. PROVIDER stipulates that if any programs are not the property of the PROVIDER that the PROVIDER has the right to make those programs available to the SUBSCRIBER and Users.

7. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto referring to (McLean 11 – 4)

8. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the United States. Exclusive jurisdiction and venue for any court action in connection with this Agreement shall be in the 18th Judicial Circuit Court.

9. LIMITATION OF LIABILITY

NOT WITHSTANDING ANY LIMITATIONS OF LIABILITY IN THIS AGREEMENT, THE SUBSCRIBER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS AS PUBLISHED ON THE EAPPEAL.NET SERVER SITE. THE LIABILITY OF THE PROVIDER TO THE SUBSCRIBER FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE ANNUAL SUBSCRIPTION AMOUNT PAID AS DOCUMENTED IN PARAGRAPH 3 B.

10. Incorporated by Reference.

This Agreement is derived from (1) a Request for this Agreement from the SUBSCRIBER and/or (2) the PROVIDER's response to the Request. And any Terms and Conditions contained within in any hyperlinks referred to and contained herein

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the Agreement (including all Terms and Conditions) and (2) the Request for Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the authorizations below.

**SUBSCRIBER (McLean County Circuit Court Clerk  
Of Illinois) (11-4)**

**PROVIDER (Conscisys Corp)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_ / \_\_\_\_\_  
(Authorized Signature) Date

Title: \_\_\_\_\_ / \_\_\_\_\_  
(Authorized Signature) Date

## Terms and Conditions

eAppeal.net and I2FILE.net AND I2File.com are services of Conscisys Corp.(hereinafter, PROVIDER). PROVIDER's services are accessed through various domains, [www.i2File.com](http://www.i2File.com), [www.i2file.net](http://www.i2file.net) and/or [www.eAppeal.net](http://www.eAppeal.net). Court Clerks and Court Jurisdictions (hereinafter, SUBSCRIBERS) access the sites to create cases in required formats, review, download, electronically stamp and upload documents using the internet and certain web based application software. All utilities accessed by SUBSCRIBERS or their designated Users are the property of PROVIDER and/or its affiliates and are subject to license restrictions as described within the subscription agreements.

PROVIDER may at its discretion offer these same services through affiliates. If subscriptions are authorized through affiliates the same terms and conditions apply to any use by a SUBSCRIBERS or User whether subscribed through the affiliate or directly with PROVIDER.

**START OF SERVICES** - Access to PROVIDER services will typically begin on the next business day after PROVIDER has executed An Agreement with, and received payment from the SUBSCRIBERS. However, PROVIDER reserves the right to refuse service to any individual, court, county, company or corporation.

**QUALITY OF SERVICES** - Although the PROVIDER will make the best efforts to provide quality and uninterrupted services according to published availability hours, this is not guaranteed. PROVIDER is not responsible for any damages a service interruption may cause to the SUBSCRIBERS or User. It will be SUBSCRIBERSs and User responsibility for the usage of the site account and any consequences of this usage.

**FEES** - SUBSCRIBERS and/or User agrees to pay for the services setup fee (if any), annual subscription fee, bandwidth overrun fee (if any) and additional storage fee (if any). The setup fee (if any) and annual subscription fee are due upon the signing of the Subscription Agreement by PROVIDER or its Affiliate(s).

**TERMINATION OF SERVICES** - PROVIDER reserves the right to refuse services to anyone and to terminate existing services without advance notice for any or no reason; and without advance notice if the user violates the clauses of this agreement. In addition, we reserve the right to suspend or terminate services to any User that creates activities that may be deemed detrimental to our service by us. As a courtesy, we will always attempt to contact our clients to determine if our determination of abuse is correct but our decision is final.

SUBSCRIBERS has the right to terminate the services at any time by e-mail to [contracts@conscisys.com](mailto:contracts@conscisys.com). Parties agree that there will be no monetary compensation to SUBSCRIBERS for terminated services regardless of the reason. No refunds or pro-rate will be entertained by I2file or Affiliates of I2File.

Automatic account upgrade. PROVIDER may upgrade filing services provided with or without e-mail notice to all SUBSCRIBERSs or Users at any time.

It is contrary to PROVIDER policy for any SUBSCRIBERS or SUBSCRIBER'S User to attempt to effect or participate in any of the following activities through an PROVIDER service:

Posting to Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;

To falsify user information provided to PROVIDER or to other users of the service in connection with use of a PROVIDER service;

To use PROVIDER services for illegal activities and activities harmful to others computers, data, software or networks including but not limited to hacker activities, virus creation and distribution, denial of services attacks, email bombs etc. To use PROVIDER provided internet services to post the following on the Internet

Copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, copyrighted images; copyrighted texts etc.

Displaying material that exploits children under 18 years of age;

Displaying material containing nudity or pornographic material of any kind

Providing material that is offensive to the online community, including but not limited to profanity, bigotry, prejudice, racism, hatred, etc.

Promoting or providing information about illegal activities, promoting physical harm or injury against any group or individual, or promoting any act of cruelty to animals;

Defaming any person or group;

Gathering of personally identifiable information for unlawful purposes.

Furthermore it is contrary to PROVIDER policy to send unsolicited emails to the PROVIDER provided addresses of PROVIDER clients unless the sender has a business or personal relationship to these PROVIDER Clients. This rule

applies regardless of whether the sender is PROVIDER Client, or the user has used a PROVIDER user-id and password to send these emails.

PROVIDER considers the above practices to constitute abuse of our service and an abuse to the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by PROVIDER terms and conditions of service. Engaging in one or more of these practices will result in termination of the offender's account and/or access to PROVIDER services. PROVIDER reserves the right to deny logon or issuance of access to PROVIDER services to SUBSCRIBERSs, affiliates and Users at any time without notice.

In addition, PROVIDER reserves the right, where certain types of services are provided to implement technical mechanisms which block postings as described above before they are forwarded or otherwise sent to their intended recipients.

In addition to these activities, PROVIDER terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and PROVIDER will respond as appropriate to these other activities as well.

Nothing contained in this policy shall be construed to limit PROVIDER's actions or remedies in any way with respect to any of the foregoing activities, and PROVIDER reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the PROVIDER service, and levying cancellation charges to cover PROVIDER's costs in the event PROVIDER has to dispose of the resident data from its service. PROVIDER reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

LIMITED LIABILITY - PROVIDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, PHONE BILLS, COMMUNICATION LINE BILLS, LOSS OF PRIVACY, DAMAGES TO THIRD PARTY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIMS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE. FURTHER, PROVIDER IS NOT RESPONSIBLE FOR ANY DOCUMENT OR CONTENT UPLOADED TO THE PROVIDER.NET SERVICE. IT IS THE SUBSCRIBERS'S AND USER'S RESPONSIBILITY FOR THE USAGE OF HIS ACCOUNT AND ANY CONSEQUENCES OF THIS USAGE.

By CLICKING the box located next to the TERMS AND CONDITIONS OF USE you acknowledge your acceptance of all terms contained within this document. You must agree to these terms each and every time you use the site.

If you have any questions regarding this Policy, please email query to [support@i2File.net](mailto:support@i2File.net) Include which PROVIDER service you are or may be accessing.

[Close Window](#)



LAW & JUSTICE CENTER  
104 West Front Street, Room 404  
P.O. Box 2420  
Bloomington, IL 61702-2420



**DON R. EVERHART, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**COUNTY OF McLEAN**  
**(309) 888-5301**

**DIVISION OFFICES**  
Criminal: Room 303  
309-888-5320  
Divorce/Family: Room 404  
309-888-5305  
Civil: Room 404  
309-888-5340  
Small Claims: Room 404  
309-888-5330  
Traffic: Room 303  
309-888-5310

### **MEMORANDUM**

**TO:** The Honorable Chairman and Members of the Justice Committee  
Mr. Bill Wasson, County Administrator  
**FROM:** Don R. Everhart, Jr., Circuit Clerk  
**CC:** Ms. Hannah Eisner, Assistant County Administrator  
Mr. Don Knapp, First Civil Assistant States Attorney  
**DATE:** April 24, 2017  
**RE:** EJS - Driver's License Algorithm Enhancement

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Attached for your review and consideration are a work order and a quote from Caliber for an enhancement to the EJustice Enterprise RMS (EJS) to validate a person's driver license using rules provided by the Illinois Secretary of State.

Illinois Circuit Court Clerks (clerks) are mandated to submit the dispositions of criminal and traffic cases to the Administrative Office of the Illinois Courts (AOIC) for distribution to the Illinois Secretary of State (ISOS) and the Illinois State Police (ISP). Dispositions are reported to AOIC via Automatic Disposition Reporting (ADR) – for McLean County, twice a week EJS automatically generates a report that is electronically submitted to AOIC.

Clerks receive ADR error reports from ISOS and/or ISP. Each error has to be manually reviewed and its correction manually submitted to the respective agency. For McLean County, alias names and drivers' license numbers generally comprise the majority of errors.

ISOS uses an algorithm to create an individual's driver's license (DL) number. The agencies use the algorithm when checking ADR disposition reports. When a submitted name or DL does not match the algorithm an error is generated. Giving EJS the ability to recognize if the DL number is incorrect or invalid would afford clerk staff the opportunity to correct an issue before ADR submission. This front end approach would save time and resources.

The alias name issue resides singularly with the ISOS. ISOS has promised to resolve the issue, but until it does, clerks will continue to receive alias name error reports and will have to resubmit the dispositions manually.

Mr. Don Knapp, First Civil Assistant States Attorney, reviewed the work order/quote and found them to be consistent with County requirements.

As Circuit Clerk, I recommend and request approval of the work order and quote.



**CALIBER**  
Public Safety

# Work Order

## EJustice Enterprise RMS

McLean County, IL  
Driver License Validation Enhancement

March 9, 2017

## WORK ORDER FOR EJUSTICE ENTERPRISE RMS

**Client:** McLean County Circuit Clerk, Illinois

**Work Order:** Driver License Validation

**Work Order #:** 2017\_IL\_MCLEAN\_CTY\_101

**Date:** MARCH 9, 2017

### REQUEST BY CLIENT

The Clerk of Court for McLean County, IL requests an enhancement to the EJustice Enterprise RMS to validate a person's driver license using rules provided by the Illinois Secretary of State.

This Work Order is based on all work and costs included to perform the Work Order described above. This Work Order is based on information provided by the Customer and the scope of work to be provided as outlined in the Statement of Work section of this Work Order. Any increase or change in the scope of work must be agreed upon in writing between the Customer and Colossus, Incorporated d/b/a InterAct Public Safety Systems ("InterAct"). Such scope of work changes will likely result in schedule and Project costs changes. Any timelines quoted do not represent any delays in time receiving requested feedback from the Customer. At InterAct's discretion, a more detailed schedule and timeline will be developed in conjunction with the Project Manager upon signing of the Work Order. Pricing is valid for 60 days from the date of this Work Order.

### STATEMENT OF WORK

This section lists the responsibilities upon which this Statement of Work is based and defines the tasks to be performed by InterAct and Customer.

Requested changes to this Statement of Work will be processed in the form of authorized written Change Orders. Investigation and implementation of changes may result in changes in the estimated schedule, charges, or other terms of this Statement of Work.

#### InterAct's Responsibilities

- Modify RMS software to validate a given driver license number for a person.
- Validation shall be based on rules from Illinois Secretary of State as described in Attachment A.
- Driver license validation will apply to licenses issued by State of Illinois. Driver licenses from other states will not be validated.
- An end-user shall be allowed to enter an invalid driver license in the event a valid number cannot be entered.

#### Customer's Responsibilities

- Timely response to questions regarding workflow, validation, and general end-user processing.

**PRICE/PAYMENT:**

The fixed price for this Work Order is \$5,400.00 based on the requirements listed in the Statement of Work section. Payment terms are Net 30 days from the date of invoice. Work will be invoiced in the following manner.

- 50% of the cost will be invoiced acceptance of this Work Order.
- 50% of the cost will be invoiced upon delivery of the Driver License Validation.

**TERM:**

This Price quotation is valid for 60 (sixty) days following the date of this Work Order.

The Parties agree that this Work Order is governed by the terms and conditions of the software license Master Services Agreement between Customer and InterAct, successor in interest to EJustice, LLC, signed on September 1, 2007 ("Agreement"), which Agreement governs Customer's use of the EJustice Enterprise software. The software license terms noted in the Agreement apply to any and all software deliverable(s) as a result of the Word Order Services performed herein. Notwithstanding the foregoing, this Work Order supersedes any or all other agreements or understandings (oral or written) between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement or provision related to the Work Order Services which is not contained herein shall be valid or binding. Customer's signature below acknowledges its agreement to said terms and conditions.

**AGREED AND ACCEPTED:****McLean County Circuit Clerk, IL****COLOSSUS, INCORPORATED d/b/a  
InterAct Public Safety Systems***Signature*

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*Name*

---

*Title*

---

*Date*

---

**McLean County Board Chairman***Signature*

---

*Name*

---

*Title*

---

*Date*

---





# Quotation/Order Form

Quote For: McLean County Circuit Clerk  
PO Box 2420  
Bloomington, IL 61702

Quote Nbr: 00037082  
Create Date: 03/16/2017  
Expire Date: 06/14/2017  
Payment Term: Net 30

Contact: Craig Nelson  
Phone: (309) 888-5101  
Mobile: (309) 261-2946  
Email: craig.nelson@mcleancountyil.gov

Sales Exec: Deidre Chaney  
Phone: 225-717-5290  
Mobile: 225-717-5290  
Email: deidre.chaney@interact911.com  
Orders Fax: 866-368-8602

Product Code	Description	Qty	Price Each	Extended Price
<b>InterActOnline</b>				
OL-RMS-HRLY	InterAct Online RMS Services (Work Order: 2017_IL_MCLEAN_CTY_101)	1	\$5,400.00	\$5,400.00
Subtotal				\$5,400.00
Total				\$5,400.00

Special Order Note: Work Order: 2017\_IL\_MCLEAN\_CTY\_101

## Quote Acceptance:

COLOSSUS, INCORPORATED  
d/b/a InterAct Public Safety Systems

McLean County Circuit Clerk

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

McLean County Board Chairman

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## Terms and Conditions:

- 1) This Quotation incorporates by reference the following document(s) between InterAct and Customer: 1) Master Purchase, License & Services Agreement; 2) Master Subscription Services Agreement; 3) End User License Agreement; 4) Software Maintenance and/or Equipment Help Desk terms; and/or 5) Statement of Work, as applicable.
- 2) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on InterAct Public Safety Systems.
- 3) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 4) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by InterAct and/or the Customer to execute this Quotation on InterAct's and/or the Customer's behalf.
- 5) Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
- 6) Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.



## ***MEMORANDUM***

**TO:** McLean County Board Justice Committee  
**FROM:** A.W. Cannon, Executive Director  
**RE:** Request for Emergency Appropriation from Fund 0452-CAD Upgrade  
**DATE:** April 25, 2017

I am requesting your approval to utilize funds from the Metcom Unencumbered Fund Balance. The current balance is at \$355,591.

The purpose for this request is to purchase software & hardware to perform an upgrade to the TriTech CAD (Computer Aided Dispatch) system. The plan was to request this purchase in the 2018 Budget, but we find it necessary to perform this upgrade as soon as possible. The CAD is the primary tool utilized by the dispatchers to manage all activities.

The Metcom Operational Board approved this request at their April 14<sup>th</sup> meeting.

The primary reason for the early upgrade is because the EMD (Emergency Medical Dispatch) software that integrates with the CAD has been upgraded by the vendor and our version is no longer compatible with the version of CAD we are utilizing. We were aware that a change was coming, but were not aware that the upgraded EMD would be incompatible. Without the integration of this software, dispatchers will need to utilize flip charts (non- computer forms) to complete the call taking process for medical calls. This in turn will create problems with call types and run plans for the responding units. Additionally, the time to take a call will increase and force a slower response to the emergency.

In addition to resolving the above listed problems, an updated version of the CAD will improve geo-location of wireless calls, functionality with everyday tasks for the dispatchers and also improve the mapping capabilities.



Staff has met with County I.T. Department and they have offered to assist with the purchase of hardware and software available under cooperative procurement contracts. The other items will be purchased through the vendor.

**Estimated costs:**

<b>Hardware</b>	<b>\$88,247</b>
<b>TriTech Software/Support</b>	<b>\$13,681</b>
<b>Site Survey</b>	<b>\$2,500</b>
<b>Installation/Config</b>	<b>\$11,300</b>
<b>Project Management</b>	<b>\$2,500</b>
<b>Travel</b>	<b>\$2,200</b>
<b>Microsoft Software</b>	<b>\$55,000</b>
<b>Total</b>	<b>\$175,428</b>

## Proposal/Sales Quotation

Quotation QUO-77647-6UDYH6

Quotation Date: 4/3/2017

## General & Client Information

Agency Name: McLean County  
 System Description: McLean County IL - Server Rehhosts and 5.7 Upgrade  
 Client Contact: Tony Cannon  
 Contact Phone: (309) 683-9911 x3  
 Contact Email: a.w.cannon@mcleancountyil.gov  
 Expiration Date: 10/01/2017  
 Presented By: Karrie Weddle

**Bill To:**  
 2411 E Empire St  
 Bloomington IL USA  
 61704

**Ship To:**  
 2411 E Empire St  
 Bloomington IL USA  
 61704

## Project Products & Services

### TriTech Software License Fee(s)

Inform Mobile Software License Fee(s)	Unit Price	Qty	Total Price
Inform Mobile Mapping Upgrade v5.6 / 5.7	\$75.00	10	\$750.00
Inform Mobile Software License Fee(s) Subtotal:			\$750.00

**TriTech Software License Fee(s) Total:** \$750.00

### TriTech Implementation Service Fee(s)

CAD Implementation Service Fee(s)	Unit Price	Qty	Total Price
DBA Services for re-installing Replication	\$1,400.00	1	\$1,400.00
Inform CAD Archive Server Rehost	\$2,100.00	1	\$2,100.00
Inform CAD Communications Service Server Rehost	\$2,100.00	1	\$2,100.00
Inform CAD Database Server Rehost	\$2,800.00	1	\$2,800.00
Inform CAD Disaster/Hot Standby Server Rehost (and failover testing)	\$2,800.00	2	\$5,600.00
Inform CAD Proxy Server Rehost	\$1,400.00	1	\$1,400.00
Inform CAD Test/Training Server Rehost	\$2,800.00	1	\$2,800.00
Inform CAD WebServices Server Rehost	\$1,750.00	1	\$1,750.00
Interface Server Rehost (per Interface - except for Proxy)	\$875.00	8	\$7,000.00
Inform CAD Implementation Service Fee(s) Subtotal:			\$26,950.00

Mobile Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform Mobile Interface Server Rehost (per Interface Server)	\$1,050.00	2	\$2,100.00
Inform Mobile Server Rehost (per Inform Mobile Server)	\$1,050.00	1	\$1,050.00
Inform Mobile Test/Training Server Rehost (per Server)	\$1,050.00	1	\$1,050.00

Inform Mobile Implementation Service Fee(s) Subtotal: \$4,200.00

**TriTech Implementation Service Fee(s) Total: \$31,150.00**

#### Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$4,466.00	1	\$4,466.00

**Project Related Fee(s) Total: \$4,466.00**

#### Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Total Price
Inform Mobile Mapping Upgrade v5.6 / 5.7 Annual Support		\$250.00

Annual Maintenance Fee(s) (Year 1): \$250.00

Continuous Upgrade Fee(s) (Year 1): \$0.00

**Annual Maintenance Fee(s) (Year 1) Total: \$250.00**

**Quote Total: \$36,616.00**

### ***Terms and Conditions***

#### **Payment terms are as follows**

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

#### **Software License Terms:**

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

#### **Sales Tax:**

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

#### **General Terms:**

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

<b>Quotation Issued by: Karrie Weddle</b> <b>Email: <a href="mailto:karrie.weddle@tritech.com">karrie.weddle@tritech.com</a></b> <b>Phone: (224) 627-1901</b>	<b><u>Send Purchase Orders To:</u></b>  <b>TriTech Software Systems</b> <b>9477 Waples Street, Suite 100</b> <b>San Diego, CA 92121</b>  <b>Or Email: <a href="mailto:salesadmin@tritech.com">salesadmin@tritech.com</a></b> <b>Or Fax: (858) 799-7015</b>
	<b><u>Remit Payments To:</u></b>  <b>TriTech Software Systems</b> <b>PO Box # 203223</b> <b>Dallas, TX 75320-3223</b>

*Accepted for Client*

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to [salesadmin@tritech.com](mailto:salesadmin@tritech.com) to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# \_\_\_\_\_ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

McLean County

Client Agency/Entity Name

John D. McIntyre

Client Authorized Representative

*John D. McIntyre*

Signature Client Authorized Representative

County Board Chairman

Title

May 16, 2017

Date



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX: (309) 888-5111

115 E Washington St, Room 401, Bloomington, IL 61701

April 27, 2017

To: Chairman Selzer and Members of the Finance Committee

From: Mr. Eric S. Schmitt, Administrative Services Director

Re: Illinois Municipal Retirement Fund (IMRF) Resolution Relating to Participation by Elected Officials

On February 17<sup>th</sup>, the IMRF Board of Trustees adopted a Resolution requiring biennial re-certification of IMRF eligibility for all elected officials. The initial re-certification is required to be completed by September 1, 2017. The attached resolution fulfills McLean County's requirement for the following elected positions:

County Sheriff  
County Auditor  
County Treasurer  
County Coroner  
County Clerk  
State's Attorney  
Circuit Clerk





**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS  
IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number  
**03041**

**RESOLUTION**

**WHEREAS, McLean County** is a participant in the Illinois Municipal Retirement Fund; and

**WHEREAS,** elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for **1,000** hours or more per year; and

**WHEREAS,** this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund; \*

**NOW THEREFORE BE IT RESOLVED** that the **McLean County Board** finds the following elected positions qualify for membership in IMRF.

**TITLE OF ELECTED POSITION**

**DATE POSITION BECAME QUALIFIED**

<u>Sheriff</u>	<u>01/01/1951</u>
<u>County Auditor</u>	<u>01/01/1951</u>
<u>County Treasurer</u>	<u>01/01/1951</u>
<u>County Coroner</u>	<u>01/01/1951</u>
<u>County Clerk</u>	<u>01/01/1951</u>
<u>State's Attorney</u>	<u>01/01/1951</u>
<u>Circuit Clerk</u>	<u>01/01/1951</u>

**APPROVED:**

**John D. McIntyre, Chairman McLean County Board**

**CERTIFICATION**

I, **Kathy Michael**, the **County Clerk of McLean County**, State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by the **McLean County Board** at a meeting duly convened and held on the **16<sup>th</sup> of May, 2017**.

**Kathy Michael, McLean County Clerk**

\*Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 Felony (40 ILCS 5/1-135).

**Illinois Municipal Retirement Fund**  
2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337  
Employer Only Phone: 1-800-728-7971  
[www.imrf.org](http://www.imrf.org)

**AFFIDAVIT**

I, Michelle Anderson, being duly sworn upon oath, do hereby depose and state as follows:

- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County Auditor.
- 3.) The position of McLean County Auditor requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County Auditor.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Further affiant sayeth not.

Signed: Michelle R. Anderson  
Michelle Anderson, Auditor

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Michelle Anderson this 26th day of April, 2017.

Karen J. Collins  
Notary Public

(SEAL)




**AFFIDAVIT**

I, Jason Chambers, being duly sworn upon oath, do hereby depose and state as follows:

- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County State's Attorney.
- 3.) The position of McLean County State's Attorney requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County State's Attorney.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Further affiant sayeth not.

Signed:   
Jason Chambers, State's Attorney

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Jason Chambers this 24 th day of April, 2017.

  
Notary Public

(SEAL)




**AFFIDAVIT**

I, Jon Sandage, being duly sworn upon oath, do hereby depose and state as follows:


- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County Sheriff.
- 3.) The position of McLean County Sheriff requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County Sheriff.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Further affiant sayeth not.

Signed:   
Jon Sandage, Sheriff

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Jon Sandage, this 21<sup>st</sup> day of April, 2017.

  
Notary Public

(SEAL)



**AFFIDAVIT**

I, Rebecca C. McNeil, being duly sworn upon oath, do hereby depose and state as follows:

- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County Treasurer.
- 3.) The position of McLean County Treasurer requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County Treasurer.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Further affiant sayeth not.

Signed: Rebecca C. McNeil  
Rebecca C. McNeil, Treasurer

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Rebecca C. McNeil this 21 th day of April, 2017.

Julie D. Golliday  
Notary Public

(SEAL)



**AFFIDAVIT**

I, Kathleen Davis, being duly sworn upon oath, do hereby depose and state as follows:

- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County Coroner.
- 3.) The position of McLean County Coroner requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County Coroner.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

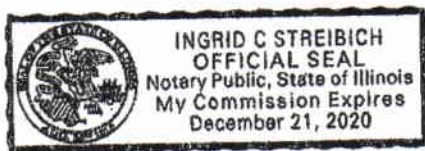
Further affiant sayeth not.

Signed: *Kathleen Davis*  
Kathleen Davis, Coroner

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Kathleen Davis this 21<sup>st</sup> day of April, 2017.

*Ingrid C Streibich*  
Notary Public

(SEAL)



**AFFIDAVIT**

I, Kathy Michael, being duly sworn upon oath, do hereby depose and state as follows:

- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County Clerk.
- 3.) The position of McLean County Clerk requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County Clerk.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Signed: Kathy Michael  
Kathy Michael, Clerk

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Kathy Michael this 21 th day of April, 2017.



Tisha M McKinney  
Notary Public




**AFFIDAVIT**

I, Don R. Everhart, Jr., being duly sworn upon oath, do hereby depose and state as follows:

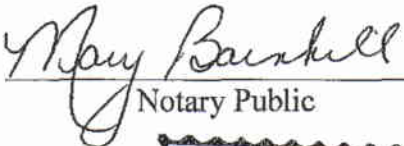
- 1.) I am over the age of 18 and am a resident of the State of Illinois. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
- 2.) I currently hold the position of McLean County Circuit Clerk.
- 3.) The position of McLean County Circuit Clerk requires me to perform duties equating to more than 1,000 hours per year of labor to be eligible to participate in the Illinois Municipal Retirement Fund.
- 4.) I certify that I work at least 1,000 hours per year in the performance of my duties as McLean County Circuit Clerk.

Under penalties as provided by Illinois law, the undersigned certifies that the statements set forth in this instrument are true and correct.

Further affiant sayeth not.

Signed:   
Don R. Everhart, Jr., Circuit Clerk

Signed and sworn to before me, a Notary Public, of McLean County, Illinois, by Don R. Everhart, Jr. this 21 th day of April, 2017.

  
Notary Public

(SEAL)



### RESOLUTION OF CONGRATULATIONS

**WHEREAS**, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Corpus Christi 8<sup>th</sup> Grade Girls' Volleyball Team during the 2016-2017 volleyball season; and,

**WHEREAS**, the Corpus Christi 8<sup>th</sup> Grade Girls' Volleyball Team finished the 2016-2017 season with an overall record of 19 wins and 6 losses; and,

**WHEREAS**, the Corpus Christi 8<sup>th</sup> Grade Girls' Volleyball Team advanced through the IESA Class 2A Girls' Volleyball State Tournament to become the IESA Class 2A State Champions; and,

**WHEREAS**, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Volleyball Coach Lanc O'Connor; Assistant Coach Stacy Niepagen; and Team Members Emma Campbell, Keira Hadley, Kylie Hundman, Maggie Kraft, Madeline Schnierle, Meredith Torres, Faith Glazebrook, Sierra Godsey, Meg Lantz, Francesca Lee, Bella Rohrig, and Katie Steinman; now, therefore,

**BE IT RESOLVED** by the members of the McLean County Board that the student athletes and coaching staff of the Corpus Christi 8<sup>th</sup> Grade Girls' Volleyball Team are to be congratulated on their IESA Class 2A Volleyball State Championship, and on an outstanding season.

**ADOPTED** by the McLean County Board this 16<sup>th</sup> day of May, 2017.

**ATTEST:**



Kathy Michael, Clerk of the County Board  
McLean County, Illinois

**APPROVED:**



John D. McIntyre, Chairman  
McLean County Board

Members Murphy/Caisley moved the County Board approve the Consent Agenda as amended. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**EXECUTIVE COMMITTEE:**  
Vice Chair Soeldner, presented the following:

An **EMERGENCY APPROPRIATION** Ordinance  
Amending the McLean County Fiscal Year 2017  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, County Board 0001

WHEREAS, the McLean County Board, on November 15, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Board 0001; and,

WHEREAS, the County Board applied for and has been awarded a Justice and Mental Health Collaboration Program Grant from the U.S. Department of Justice- Bureau of Justice Assistance to facilitate training of personnel working with individuals with mental illness in McLean County; and

WHEREAS, the County Board wishes to amend its budget to realize the grant funds and make the necessary appropriation to pay for some of the expenses of the work; and,

WHEREAS, the Executive Committee, on Wednesday, May 9, 2017, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2017 by the following additions to revenue and expenses to County Board Department 0001; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an addition to the appropriated budget of the General Fund 0001, County Board 0001, the following appropriation:

	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0001-0001-0410.00xx Dept. of Justice Grant	\$0.00	\$215,596.00	\$215,596.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, County Board Department 0001, the following appropriations:

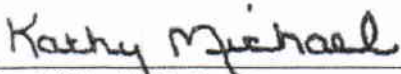
	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0001-0001-0516.0001 Personnel	\$9,454.00	\$39,000.00	\$48,454.00
0001-0001-0001-0706.0001 Contract Services	\$25,000.00	\$61,500.00	\$86,500.00
0001-0001-0001-0718.0001 Instruction & Schooling	\$6,500.00	\$115,096.00	\$121,596.00

3. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of May, 2017.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the  
County Board of McLean County, Illinois



John D. McIntyre, Chairman  
McLean County Board

Members Soeldner/Gordon moved the County Board approve An Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance for the General Fund 0001, County Board 0001 (2/3 pursuant to 55 ILCS 5/6-1003) - Administration. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

**EXECUTIVE COMMITTEE:**  
Vice Chair Soeldner, presented the following:



**Information Technologies**  
115 East Washington Street  
Room 202  
Bloomington, Illinois 61701

Phone: (309)888-5100

May 20, 2017

**To:** The Honorable Members of the McLean County Executive Committee and the Honorable Members of the McLean County Board.

**From:** Craig Nelson, Director, Information Technologies.

**Re:** Streaming of County Board Meetings

Information technologies respectfully request approval of the attached Service proposal from Broadleaf Video Productions. Our department was requested to review the feasibility of streaming County Board meetings live. We met with several providers to review options and are recommending Broadleaf Video Production as our most economical yet reliable provider at \$5100 for the year. The billing will take place after each meeting making the total for 2017 a cost of \$2975, or 7/12 of \$5100 with a June launch. I.T. has identified sufficient funds from purchases that came in under budget this year to sufficiently fund the project. No appropriation is required to being this project.

The agreement will provide for the live coverage and streaming of 12 County Board meetings. While we are still finishing technical details, we expect that live streams will be available from Youtube, Facebook and our own website. These are initial options that may be adjusted and refined after review of their efficacy. Footage is planned to be streamed at 720p but archived in full quality at 1080p.

The proposal includes the cost of Broadleaf equipping the Board room with 3 recording devices prior to each meeting, running the "switching" of the camera view during the meeting and then removing the recording devices at the end of each meeting. Information Technologies has run a proof of concept with Broadleaf.

I'll be happy to address any questions the committee may have.

Thank you.

# Service agreement



VIDEO PRODUCTION

**OFFICE**

1203 Roland  
Normal, IL 61761

**PHONE**

309 826 9798

**EMAIL**

scott@broadleafvideo.com

**WEB**

broadleafvideo.com

**DATE**

May 10, 2017

**TO**

McLean County Board  
115 E. Washington St  
Bloomington, IL 61701

**PROJECT TITLE:** Web Stream County Board Meetings

**Dates of service:**

6/20/17 7/18/17 8/15/17 9/19/17 10/16/17 11/20/17 12/19/17

1/16/18 2/20/18 3/20/18 4/17/18 5/15/18

**Payment terms:** Invoices will be sent after each meeting and due prior to next meeting..

DESCRIPTION	QUANTITY	UNIT PRICE	COST
Half Day Rate Per meeting	12.0	\$ 425.00	\$ 425.00
12 month service agreement, 12 meetings from the date of origination Includes up to 4 camera feeds and on site recorded backup with audio feed directly from the sound system.			\$ 0.00
<b>Total \$</b>			<b>425.00</b>

BROADLEAFVIDEO agrees to be present at each of the dates listed above with at minimum 3 cameras to capture the event (1 forward facing, 1 facing the board/crowd, 1 at the podium) and supply all the necessary equipment to capture the event. An additional camera feed can be added in the future if necessary. The McLean County Board/IT will provide an Ethernet feed and supply the web hosting/link for the location of the video feed.

Scott Sarver

McLean County Board Representative      Date

Owner, Broadleaf Video production

Members Soeldner/Robustelli moved the County Board approve a Request for Approval of a Services Agreement with Broadleaf Video Production to web stream. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.



**HEALTH COMMITTEE:**

Member Schafer, presented the following:

**AN ORDINANCE SETTING REIMBURSEMENT FOR THE COST OF MEDICAL AND HOSPITAL SERVICES PROVIDED TO PRISONERS IN THE CUSTODY OF THE MCLEAN COUNTY SHERIFF AT THE ILLINOIS DEPARTMENT OF PUBLIC AID'S RATES FOR MEDICAL ASSISTANCE**

WHEREAS, 730 ILCS 125/17 provides the Sheriff has an obligation to provide necessary medical aid for all the prisoners under his charge;

WHEREAS, 730 ILCS 125/17 provides in pertinent part, that any hospital and/or physician providing medical services to a prisoner in the custody of the McLean County Sheriff shall be entitled to obtain reimbursement from the County for the cost of such services;

WHEREAS, 730 ILCS 125/17 provides, in pertinent part, that the County Board may, by ordinance, limit the reimbursement for hospital or physician services furnished to inmates to the rates set by the Illinois Department of Public Aid for medical assistance;

WHEREAS, the County currently reimburses hospitals and physicians for the cost of medical services provided to inmates in the McLean County jail at rates which exceed those established by the Illinois Department of Public Aid for medical assistance; and

WHEREAS, it is in the best interest of the citizens of McLean County, Illinois for the County Board to limit the reimbursement for the cost of hospital and/or physician services provided to inmates in the McLean County Jail to those rates established by the Illinois Department of Public Aid for medical assistance;

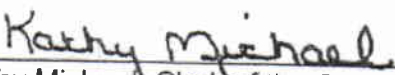
NOW, THEREFORE, BE IT ORDAINED, by the McLean County Board that, pursuant to 730 ILCS 125/17, reimbursement by McLean County for the cost of hospital and/or physician services provided to inmates in the custody of the McLean County Sheriff shall be at the Illinois Department of Public Aid rates for medical assistance.

This ordinance shall not: 1) affect payment for services rendered prior to its adoption; or 2) lower payment below a rate required by a contract entered prior to its adoption.

PRESENTED, PASSED, APPROVED AND RECORDED THIS 16<sup>th</sup> DAY OF MAY, 2017.

ATTEST:

APPROVED:

  
Kathy Michael, Clerk of the County Board  
McLean County

  
John D. McIntyre, Chairman  
McLean County Board

Members Schafer/Segobiano moved the County Board approve a Request for Approval of An Ordinance Setting Reimbursement for the Cost of Medical and Hospital Services Provided to Prisoners in the Custody of the McLean County Sheriff at the Illinois Department of Public Aid's Rates for Medical Assistance - Sheriff. Clerk Michael show member Barnette abstaining from the vote. Clerk Michael shows all Members except Member Barnette present voting in favor of the motion. Motion carried.



**LAND USE AND DEVELOPMENT COMMITTEE:**

Member Erickson, presented the following:



**INTER-OFFICE COMMUNICATION**

**DEPARTMENT OF BUILDING AND ZONING**

**TO:** Members of the Land Use and Development Committee  
**FROM:** Philip Dick, AICP, Director *PD*  
**DATE :** April 26, 2017  
**RE:** **Abandoned Residential Property Grant**

---

Staff submitted an application for a grant to clean up abandoned residential property in the unincorporated area of McLean County on October 21, 2016 to the Illinois Housing Development Authority. McLean County received a conditional commitment letter to make funds available in the maximum amount of \$40,000 to assist with the maintenance and demolition of abandoned residential properties from the Abandoned Residential Property Municipality Relief Fund. The purpose of the program is to use this funding for the securing, maintenance, and demolition of abandoned residential property in our jurisdiction. Owners of abandoned residential properties cleaned up under this grant would need to reimburse McLean County for the cost of the cleanup or a lien would be placed on their property in the amount of the cleanup cost. This grant cannot be used to clean up occupied residential properties.

Staff recommends approval of the attached resolution and program funding agreement with the Illinois Housing Development Authority.

**LAND USE AND DEVELOPMENT COMMITTEE:**

Member Erickson, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD  
ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S  
ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM**

**WHEREAS**, the McLean County Board (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time, and

**WHEREAS**, there are abandoned residential properties in the Unincorporated area of McLean County that are in need of clean-up; and

**WHEREAS**, the Land Use and Development Committee, at its regular meeting on April 6, 2017 recommended approval of a grant from the Authority; now, therefore,

**BE IT RESOLVED**, that the McLean County Board shall enter into an Agreement with the Authority wherein the Authority agrees to make the Grant to the McLean County Board, which shall be used by the McLean County Board to assist with the maintenance and demolition of abandoned properties within the Unincorporated area of McLean County, all in accordance with the terms and conditions set forth in the Agreement.

**FURTHER RESOLVED**, that the Chair of the McLean County Board is hereby authorized and empowered to execute and deliver in the name of or on behalf of the McLean County Board the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the McLean County Board to perform it's obligations under the Agreement.

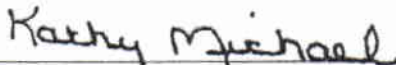
**FURTHER RESOLVED**, that the Chair of the McLean County Board is authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVE**, that the McLean County Board hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

ADOPTED by the McLean County Board this 16<sup>th</sup> day of May, 2017

ATTEST:

APPROVED:

  
Kathy Michael, County Clerk  
McLean County, Illinois

  
John McIntyre, Chair  
McLean County Board

### **PROGRAM FUNDING AGREEMENT**

This **PROGRAM FUNDING AGREEMENT** (this "Agreement"), made and entered into as of the 26<sup>th</sup> day of May, 2017, by and between **MCLEAN COUNTY**, an Illinois unit of local government ("Recipient") and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority") a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "IHDA Act").

### **WITNESSETH:**

**WHEREAS**, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the "Rules"), the Authority may provide Funds to municipalities and counties in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

**WHEREAS**, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Forty Thousand and No/100 Dollars (\$40,000.00) (the "Funds") and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient's jurisdiction (the "Project") and for no other purpose; and

**WHEREAS**, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

"Abandoned Property Program" shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

"Abandoned Residential Property" shall have the meaning ascribed to it in the Rules.

"Application" shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of March 17, 2017.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean May 26, 2017.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Initial Disbursement” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as of January 1, 2015 through the Effective Date.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. **Commencement.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within Five (5) Business Days after the Termination Date.

5. **Project Requirements.** In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

- a. Report data-points and financials to Authority, as set forth herein.
- b. Use funds for Eligible Uses as ascribed in Rules.

c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in **Paragraph 8.f** hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 10** hereof.

**6. Additional Covenants.** The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief to the following:

a. that Recipient is an eligible recipient of the Funds based on Section 381.201 of the Rules;

b. that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. and Recipient shall require that all contractors and subcontractors in connection with the Project require the payment of Prevailing Wages;

d. that Recipient will comply with all federal, state and local laws, including, but not limited to, historical preservation, environmental and lead based paint laws and regulations; and

e. that any and all third-party vendors procured by the Recipient in connection with the Project have been procured within applicable laws and regulations.

**7. Certifications.**

a. That all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement;

b. that the Funds shall be used only for the purposes described in this Agreement; and

c. that the award of Funds is conditioned upon the certification as set forth in this **Paragraph 6**.

**8. Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. Initial Disbursement. On or after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses as of January 1, 2015 through the Effective Date (the "Initial Disbursement Statement"), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority, and documents substantiating the expenditures made by Recipient, which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Initial Disbursement Statement, the Initial Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Initial Disbursement Statement.

b. Quarterly Disbursements. Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the "Quarterly Disbursement Statement"), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the



Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient's performance under the Abandoned Property Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

c. Rejection of Disbursement Statement. If the Authority rejects the Recipient's Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 19** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 10** hereof.

d. Disbursement Statements. The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

- (i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.
- (ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.
- (iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority's request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"),



established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient shall maintain the Bank Account as a separate account or a separate sub-account designated solely for the Abandoned Property Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

9. **Reporting Requirements.** The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.

10. **Additional Covenants.**

a. **Non-Discrimination.**

- i. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.
- ii. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.
- iii. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.
- iv. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws,

rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

b. Grant Act and Grant Transparency Act. The Recipient also acknowledges that the Authority's issuance of the Funds to the Recipient is governed by the Illinois Grant Funds Recovery Act (30 ILCS 705) (the "Grant Act") and the Grant Accountability and Transparency Act (30 ILCS 70) (the "Grant Transparency Act") and agrees to comply with the Grant Act and the Grant Transparency Act, to the extent by which each applies to the Funds.

10. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 19** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 7** hereof.

11. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the

right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 11** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

**12. Indemnification of the Authority.** Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 12** shall survive the provision of the Funds.

**13. Drug-Free Workplace.** If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

**14. Amendment of Agreement.** This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

**15. Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

**16. Binding on Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

**17. Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

**18. Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any

desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority  
111 East Wacker Drive, Suite 1000  
Chicago, Illinois 60601  
Attention: Legal Department

If to Recipient:

McLean County  
115 East Washington Street, Room M102  
Bloomington, Illinois 61702-2400  
Attention: Philip Dick

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 19**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.


**20. Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

***[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers.

**RECIPIENT:**

**MCLEAN COUNTY,**  
an Illinois unit of local government

By:   
Name: John McIntyre  
Title: County Board Chair

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A: Drug-Free Work Place Certification

## **EXHIBIT A**

### **DRUG FREE WORK PLACE CERTIFICATE**

#### **STATE OF ILLINOIS**

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Fundee or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Fundee or contractor has certified to the State that the Fundee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Fundee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of \$5,000 or more from the State.

The contractor/Fundee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Fundee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Fundee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;  
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.


(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**MCLEAN COUNTY;**  
an Illinois unit of local government

By:



Name: John McIntyre

Title: County Board Chair

Members Erickson/Wollrab moved the County Board approve a Request for Approval of a resolution and grant agreement with the Illinois Housing Development Authority to assist with the maintenance and demolition of abandoned residential property in the unincorporated area of McLean County. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



**JUSTICE COMMITTEE:**  
Member Gordon, presented the following:



**DON R. EVERHART, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**COUNTY OF McLEAN**  
**(309) 888-5301**

**MEMORANDUM**

**TO:** The Honorable Chairman and Members of the Justice Committee  
Mr. Bill Wasson, County Administrator

**FROM:** Don R. Everhart, Jr., Circuit Clerk

**CC:** Ms. Hannah Eisner, Assistant County Administrator  
Mr. Don Knapp, First Civil Assistant States Attorney

**DATE:** April 19, 2017

**RE:** IDPA IV-D Grant / Intergovernmental Agreement 2018-55-007-KM

On April 18, 2017, the McLean County Board approved Intergovernmental Agreement 2018-55-007-KM. between the Illinois Department of Healthcare and Family Services (herein after referred to as IHFS) and the McLean County Circuit Clerk. The afternoon of April 18, 2017, IHFS sent an email stating IHFS revised the language of Article 3.1 in the agreement. (Language of revised and original Article 3.1 inserted for your convenience.) Mr. Don Knapp, First Civil Assistant States Attorney, reviewed the revised language and found it to be consistent with County requirements.

The agreement is being resubmitted for your review and consideration.

As Circuit Clerk, I recommend and request approval of this agreement

- |                 |  |
|-----------------|--|
| <b>Revised</b>  | <p><b>3.1 Availability of Appropriation; Sufficiency of Funds.</b> Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.</p> |
| <b>Original</b> | <p><b>3.1 Availability of Funds.</b> Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give Contractor notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. Contractor's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.</p>  |

**State of Illinois**  
**Intergovernmental Agreement**  
between  
**Illinois Department of Healthcare and Family Services**  
and  
**McLean County Circuit Clerk**  
**Agreement No. 2018-55-007-KM**

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the **Illinois Department of Healthcare and Family Services** (hereinafter referred to as Department), and **McLean County Circuit Clerk** (hereinafter referred to as Contractor), in consideration of the mutual covenants contained herein, agree as follows:

**WHEREAS**, the Department administers the Child Support Enforcement program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

**WHEREAS**, the Department requires the participating downstate Illinois Circuit Court Clerks to support and maintain the KIDS System; and

**WHEREAS**, the Contractor desires to provide these services under the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## **ARTICLE 1 — DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1 "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2 The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.3 The term "IV-D matter" is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients
- 1.4 The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.2 and 1.3.
- 1.5 The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Services' CFDA Number is 93.563.
- 1.6 This Intergovernmental Agreement (Agreement) applies to IV-D matters only unless otherwise specifically provided.
- 1.7 The terms and conditions relating to the funding provisions of this Agreement are set forth in **Article 6 and Appendix A** which Appendix is incorporated by reference as if fully set forth herein.
- 1.8 The term "KIDS" is defined as the Department's child support enforcement computer system (Key Information Delivery System).
- 1.9 The term "SDU" refers to the State Disbursement Unit.

## ARTICLE 2 — TERM AND SCOPE

- 2.1 **Term.** The term of this Agreement shall be from July 1, 2017 through June 30, 2018, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 **Renewal.** This Agreement may be renewed for additional periods. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
- 2.3 **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## ARTICLE 3 — TERMINATION OF AGREEMENT

- 3.1 **Availability of Appropriation; Sufficiency of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 3.2 **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon thirty (30) days' written notice to Contractor. If the Department elects to terminate, Contractor shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3 **Termination For Cause.** In the event of Contractor's failure to comply with a term of this Agreement, the Department will provide notice to Contractor of the breach. If such breach is not cured to the Department's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon Contractor, which shall immediately terminate this Agreement.
- 3.4 **Notice of Change in Circumstances.** In the event Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Contractor's ability to perform under this Agreement, Contractor will immediately notify the Department in writing.
- 3.5 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6 **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7 **Other Termination Rights.** This Agreement may be terminated immediately or upon notice by the Department in its sole discretion in the event of the following:
  - 3.7.1 Failure of Contractor to maintain the representations, warranties and certifications set forth in this Agreement.
  - 3.7.2 Any case or proceeding is commenced by or against Contractor seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other

applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.

- 3.7.3 Material misrepresentation or falsification of any information provided by Contractor in the course of dealings between the parties.
- 3.7.4 Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

## **ARTICLE 4 — AGREEMENT MANAGEMENT AND NOTICES**

- 4.1 **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between Contractor and various administrative units within the Department. All communications from Contractor to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting Contractor or Contractor's counsel.
- 4.2 **Notices.** All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To Contractor: Don Everhart  
McLean County Clerk of Circuit Court  
104 West Front Street, Room 404  
Bloomington, Illinois 61702  
Telephone: 309.888.5306  
Fax: 309.888.5281

Department : Illinois Department of Healthcare and Family Services  
Christine Towles  
Division of Child Support Services  
335 E. Geneva Road  
Carol Stream, Illinois 60188  
Telephone: 630.221.2329  
Fax: 630.221.2332

## **ARTICLE 5 — RIGHTS AND RESPONSIBILITIES**

### **5.1 Contractor's Performance of Services and Duties.**

- 5.1.1 Contractor shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies



including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. Contractor shall be provided copies of such upon Contractor's written request.

- 5.1.2 Contractor shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for Contractor hereunder is not providing such skilled services, the Department shall promptly so notify Contractor and Contractor shall replace that individual.

## 5.2 Consultation and Performance Reviews.

- 5.2.1 Contractor shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- 5.2.2 The Department may conduct a post performance review of Contractor's performance under the Agreement. Contractor shall cooperate with the Department in this review, which may require Contractor to provide records of Contractor's performance, including expense information.

## 5.3 Contractor's Duties. The Contractor shall:

- 5.3.1 Provide any and all information concerning child support payment data to the SDU. Such data will include, without limitation (when available), court case number, name of the custodial parent, and name of the non-custodial parent, address, social security number of participants.
- 5.3.2 Perform and comply with the duties set forth in **Appendix A**, attached hereto and made a part hereof. This includes providing the Department with access to electronic docket sheets for child support enforcement program cases and access to docketing and record keeping system, including archive and retrievable system where available.
- 5.3.3 Provide to the Department, by electronic data exchange, e-mail, telefacsimile, mail or other mutually acceptable manner, copies of support orders, paternity orders, payment ledgers, docket sheets, and other court records requested by the Department.
- 5.3.4 Be connected to the SDU Circuit Clerk Interface (Extranet) via the internet. As technology changes are made by the Department and the State of Illinois that allows more cost effective connectivity solutions, the Contractor will work with the Department's technical staff to allow these solutions to be used for Department provided connections at the Contractor's facility.
- 5.3.5 Provide documentation of all paternity orders entered for cases identified as non Title IV-D. The documentation shall be submitted monthly and include at a minimum the docket number, obligor's and obligee's first and last name and child's name and date of birth.
- 5.3.6 Do not modify the Department's hardware or software without the Department's prior written approval.
- 5.3.7 Obtain authorization for access to information available through the Department's computer systems and to ensure that all computer security requirements of the Department are strictly followed.
- 5.3.8 Provide initial and ongoing training to newly assigned and existing Contractor staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The Contractor will provide to the Department a current copy, if any, of all training packets and modules.
- 5.3.9 Provide information to the Department for statistical data comparisons as needed.
- 5.3.10 Submit reports required by the Department, the format and content of which shall be as specified by the Department after consultation and mutual agreement with the Contractor, and any report required by the Federal Office of Child Support Enforcement.

- 5.3.11 Submit reports for financial reimbursement in accordance with the terms and conditions set forth in **Article 6** of this Agreement.
- 5.3.12 Use all reasonable diligence in performing the duties undertaken in this Agreement.
- 5.3.13 Require employees to complete annual Confidentiality training and provide Department's Division of Child Support Services with signed Confidentiality Training Confirmation of Completion certificates.
- 5.3.14 **Federal Tax Information.** In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:
  - 5.3.14.1 All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
  - 5.3.14.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
  - 5.3.14.3 All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - 5.3.14.4 No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - 5.3.14.5 The Contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
  - 5.3.14.6 The Contractor will provide evidence, upon request, of compliance with the managerial, operational, and technical controls provided in IRS Publication 1075 (<http://www.irs.gov/pub/irs-pdf/p1075.pdf>).
  - 5.3.14.7 The Agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

**5.4 Department's Duties.** The Department shall:

- 5.4.1 Furnish the Contractor, in a time and manner mutually agreed between the Department and the Contractor, all appropriate information regarding IV-D child support payments received directly by the Department and the SDU for posting by the Contractor to the Contractor's child support payment accounts. Such payments include those received from the Internal Revenue Service, State Comptroller, Department of Employment Security, and the IV-D agencies of states other than Illinois.
- 5.4.2 Provide training to staff of the Contractor regarding the support term and payment entry functions and such other information regarding KIDS that is mutually agreed. Training shall include, without limitation, hardware operation, software utilization, management of information to be sent and received, and other technical assistance, all as mutually agreed by the parties.
- 5.4.3 Monitor performance in conjunction with the Contractor, to ensure effective implementation of the provisions of this Agreement.
- 5.4.4 Ensure that all computer security requirements of the Contractor are strictly followed.

- 5.4.5 Continue to provide participant, case and financial data linkage between the SDU, Contractor and KIDS via SDU interface, including continuing to work toward real-time transmission of data.
- 5.4.6 Respond to a written request for modification of hardware or software within thirty (30) business days after receipt of the Contractor's written request for modification.
- 5.4.7 Provide the Contractor with the appropriate Quarterly Activity Report by the 10<sup>th</sup> day of the month following the end of the quarter.
- 5.5 **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
- a. Title IV-D of the Social Security Act, 42 USC section 651 et seq.
  - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
  - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
  - d. The Department's Child Support Enforcement Manual.
  - e. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
  - f. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

## ARTICLE 6 — BILLING AND PAYMENT

- 6.1 **Amount of Payment.** The estimated amount of the Department's obligation under this Agreement is \$20,102 per Appendix A.
- 6.2 **Billing.** Contractor shall submit a monthly expenditure report and a review of the quarterly activity report to the Department no later than the 25th day of the month following the month or quarter of service. Reports shall detail services performed by date and a description of the services. Invoices and Reports shall meet the following requirements:
- 6.2.1 All funds under the terms of this Agreement are to be used for the express purpose of IV-D matters.
  - 6.2.2 All record keeping shall be in accordance with sound accounting standards.
  - 6.2.3 The Contractor shall sign and submit to the Department reports of actual IV-D related expenditures and reports of Title IV-D activity by the twenty fifth (25th) calendar day following the month or quarter of such expenditures and/or services. Department will authorize payment to the Contractor within thirty (30) calendar days after receipt of complete, accurate and valid reports with appropriate documentation. Reports shall be mailed to:  
  
Illinois Department of Healthcare and Family Services  
Division of Finance  
Expenditure Processing and Reconciliation Unit  
509 S. 6th Street, 5th Floor  
Springfield, Illinois 62701
  - 6.2.4 The Contractor agrees to maintain and submit to the Department records, including but not limited to billings and invoices and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Article 6**, only those expenses or portions thereof stated in **Appendix A** are reimbursable. For non-personnel items, the Contractor agrees to provide proofs of payments, in the form of



canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.

**6.3 Reimbursement.** The Department shall reimburse Contractor for Contractor's performance of duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies, travel or expenses. Reimbursement is subject to the following:

**6.3.1** The Department shall not be liable to pay Contractor for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.

**6.3.2** Reimbursement will be made in the amount expended and approved for each expenditure report. The Department will provide report examples.

**6.3.3** All reports required under this Agreement must be received by the Department within the time period set forth in this Agreement.

**6.3.4** The parties will make final determination of the necessary expenditures Contractor has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by Contractor. The Department will reimburse Contractor for any underpayment of such finally determined expenditures pursuant to **Article 6**, and Contractor shall reimburse the Department for any overpayment pursuant to **Article 6**, within sixty (60) calendar days after such determination.

**6.3.5** Reimbursements made by the Department pursuant to this article shall constitute full payment owed to Contractor by the Department or the IV-D client under Federal or State law for the duties performed by Contractor under this Agreement. Contractor shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.

**6.3.6** Contractor shall be solely responsible and liable for all expenditure disallowance resulting from Contractor's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. Contractor shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give Contractor timely notice of any such disallowances and an opportunity to rebut any question of Contractor's liability. Contractor, however, will not be held liable for any disallowance concerning expenditures Contractor undertook at the written request of, or with the written approval of, the Department.

**6.3.7** All Title IV-D funds held by Contractor (not including reimbursements for expenditures made pursuant to this agreement previously made by Contractor) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.

**6.3.8** If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 et seq.) shall apply.

**6.3.9** Contractor shall be responsible for obtaining hardware, software and office equipment maintenance agreements, excluding software purchased by the Department, and for purchasing supplies, (i.e., paper, toner, ink cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the parties .

**6.4 Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of Contractor to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to Contractor until such Federal funds are released to the State, at which time the Department will release to Contractor the equivalent withheld funds.

**6.5 Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify Contractor of any such corrections.

**6.6 State Fiscal Year.**

- 6.6.1 Notwithstanding any other provision of this Agreement, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 5 of each year in order to ensure payment under this Agreement. Failure by Contractor to present such invoices prior to August 5 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
- 6.6.2 All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Agreement or any order placed pursuant to the Agreement. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.
- 6.6.3 It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

## ARTICLE 7 — GENERAL TERMS

- 7.1 **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 7.2 **Amendments Necessary for Statutory or Regulatory Compliance.** Contractor shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 7.3 **Assignment and Subcontracting.** After notice to Contractor, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes. Assignment, subcontracting, or transfer of all or part of the interests of Contractor in the work covered by this Agreement is prohibited without prior written consent of the Department. In the event the Department gives consent to Contractor to assign, subcontract or transfer all or part of the interests of Contractor in the work covered by this Agreement, the following provisions shall apply:
- 7.3.1 The terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated.
- 7.3.2 Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Contractor, including, but not limited to, certifications and disclosures.
- 7.3.3 Contractor shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- 7.4 **Audits and Records.**
- 7.4.1 **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and Contractor agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Contractor shall provide, in Illinois, or any other location designated by

the Authorized Person, during normal business hours, full and complete access to the relevant portions of Contractor's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Contractor, the Department shall adjust future or final payments otherwise due Contractor. If no payments are due and owing Contractor, or if the overpayments(s) exceed the amount otherwise due Contractor, Contractor shall immediately refund all amounts which may be due to the Department.

**7.4.2 Retention of Records.** Contractor shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. Contractor shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

**7.4.3 Federal Audits of States, Local Government and Non-Profit Organizations.** Contractors that expend \$500,000 or more in federal funds during their fiscal year are required to meet the provision of the Federal Office of Management and Budget (OMB) Circular A-133 "Audits of States, Local Government and Non-Profit Organizations". Audits conducted for the purpose of satisfying the A-133 requirements must be completed by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. The contractor shall submit the audit within the earlier of 30 days after receipt of the auditor's report or nine month after the end of the audit period. Failure to meet the requirements contained in this section shall result in the suspension of funding and/or sanctions as prescribed in Subpart B Section 225 of OMB Circular A-133. The auditor's report is to be sent to:

Illinois Department of Healthcare and Family Services  
Division of Finance  
A-133 Unit  
2200 Churchill Road  
Springfield, Illinois 62702

The Department may, at its option, provide notice to the Contractor that it will be required to submit an A-133 audit report and any related materials. Such notice does not relieve the Contractor from its responsibilities to determine the need to obtain an audit required by Circular A-133. Contracts are required to comply with the Department's instructions for completing the A-133 audit report and any related materials.

**7.5 Background Checks.** The Department reserves the right to conduct background checks of Contractor's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require Contractor to provide a suitable replacement immediately.

**7.6 Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

## **7.7 Confidentiality.**

**7.7.1 Proprietary Information.** Performance of the Agreement may require Contractor to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by Contractor from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

**7.7.2 Confidentiality of Program Recipient Identification.** Contractor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Contractor, Contractor's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Contractor, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Contractor shall assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.

**7.8 Disputes Between Contractor and Other Parties.** Any dispute between Contractor and any subcontractor or other party, shall be solely between such party or subcontractor and Contractor, and the Department shall be held harmless by Contractor.

**7.9 Fraud and Abuse.** Contractor shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as Contractor learns of the suspected fraud and abuse or misconduct. Contractor shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. Contractor shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.

**7.10 Gifts.** Contractor and Contractor's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.

### **7.11 Indemnification.**

**7.11.1** Contractor assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of Contractor or any employee, agent, or representative of Contractor or Contractor's subcontractors. Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall



upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

- 7.11.2 Neither party shall be liable for incidental, special or consequential damages.
- 7.11.3 Contractor further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Contractor's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 7.12 **Media Relations and Public Information.** Subject to any disclosure obligations of Contractor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Contractor shall not disseminate any publication, presentation, technical paper, or other information related to Contractor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 7.13 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same document, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart.
- 7.14 **Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. Contractor and Contractor's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. Contractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 7.15 **Non-solicitation of Employees.** Contractor shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if Contractor solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Contractor shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 7.16 **Purchase of Equipment and Equipment Inventory**
  - 7.16.1 Contractor shall not purchase equipment with funds received under this Contract. For the purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Contractor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least \$100.
  - 7.16.2 Contractor shall review, verify, sign and note any discrepancies on inventory lists submitted by HFS of Electronic Data Processing (EDP) and Non-EDP equipment purchased under previous contracts with HFS. The Circuit Clerk shall submit inventory reports no later than 30 calendar days after the receipt to HFS as per instructions provided with these reports.
- 7.17 **Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:
  - 7.17.1 Provisions apply to successive events and transactions;
  - 7.17.2 "Or" is not exclusive;
  - 7.17.3 References to statutes and rules include subsequent amendments and successors thereto;

- 7.17.4 The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- 7.17.5 If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- 7.17.6 "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- 7.17.7 Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- 7.17.8 Words in the plural which should be singular by context shall be so read, and vice versa.
- 7.17.9 References to "Department," "Illinois Department of Healthcare and Family Services" or "HFS" shall include any successor agency or office charged with administering Contractor under the Illinois Public Aid Code (305 ILCS 5/1-1 et seq.).
- 7.18 **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 7.19 **Sexual Harassment.** Contractor shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.
- 7.20 **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ARTICLE 8 - CERTIFICATIONS.

By signing this Agreement, Contractor makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Contractor's failure to maintain these certifications and warranties.

### 8.1 General Warranties of Contractor.

- 8.1.1 The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- 8.1.2 The person executing this Agreement on behalf of Contractor is duly authorized to execute the Agreement and bind Contractor to all terms and conditions hereunder.
- 8.1.3 For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by Contractor will be expeditiously corrected by Contractor without additional charge to the Department.
- 8.1.4 Violation of any of these warranties by Contractor shall subject this Agreement to automatic termination.

8.2 **Bribery.** Contractor is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.

8.3 **Child Support.** Contractor shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Contractor will not be considered out of compliance with the requirements of this Article if, upon request by the Department, Contractor provides:

- 8.3.1 Proof of payment of past due amounts in full;

- 8.3.2 Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and Contractor provides proof of the pendency of such proceedings; or
- 8.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.
- 8.4 **Conflict of Interest.** Contractor is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. Contractor and Contractor's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and Contractor shall not employ any person having such an interest in connection with Contractor's performance under the Agreement. Contractor shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.
- 8.5 **Debarment and Suspension.** Contractor shall review the list of sanctioned person maintained by the Agency's Office of Inspector General (OIG) (available at <http://www.state.il.us/agency/oig>), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at <http://epls.arnet.gov/>). Contractor shall terminate its relations with any Ineligible Person immediately upon learning that such Person or Provider meets the definition of an Ineligible Person and notify the OIG of the termination.
- 8.6 **Federal Taxpayer Identification Number and Legal Status Disclosure.** Contractor has completed **Attachment A** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 8.7 **Legal Ability To Contract:** Contractor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 8.7.1 Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 8.7.2 Contractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5,000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 8.7.3 Neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- 8.7.4 Contractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 8.7.5 Contractor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 8.7.6 Contractor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- 8.7.7 Contractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 8.7.8 Contractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states, "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are



prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated.”

**8.7.9** In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).

**8.7.10** Contractor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Contractor from having or continuing the Contract. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Contractor’s obligation under this Contract. Contractor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Contractor or the Contract, Contractor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor’s salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

**8.8 Licenses and Certificates.** Contractor and Contractor’s principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Contractor may meet the license requirement through use of a subcontractor; provided however, Contractor’s use of a subcontractor in that circumstance does not relieve Contractor of any obligations under the Agreement.

**8.9 New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** Contractor certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.

**8.10 Nonsolicitation of Agreement.** Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without

liability or, in its discretion, to deduct from compensation otherwise due Contractor such commission, percentage, brokerage fee, gift or contingent fee.

**8.11 Prevailing Wage.** Contractor shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.

**8.12 Revolving Door.** Contractor is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

**In Witness Whereof,** the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

**THE STATE OF ILLINOIS  
DEPARTMENT OF HEALTHCARE  
AND FAMILY SERVICES**

**MCLEAN COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Felicia F. Norwood, Director

By: \_\_\_\_\_  
Don Everhart, Circuit Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John McIntyre,  
McLean County Board Chairman

Date: \_\_\_\_\_

**APPENDIX A**  
**MCLEAN COUNTY CIRCUIT CLERK'S BUDGET**

**ACCESS TO ELECTRONIC DOCKET SHEETS AND DATA WITHIN THE CLERK'S SYSTEM**

Costs for access to electronic docket sheets and access to docketing and record keeping system, including archive and retrievable system where available are defined as one-time costs associated with development and implementation activities as approved by the Department and / or ongoing maintenance costs for access to electronic docket sheets/court system.

Total annual actual costs reimbursable for such access shall not exceed **\$2,000**.

**IV-D CHILD SUPPORT ORDER & NOTICES OF PAYMENT PATH CHANGE (PPC) OR IV-D PARTICIPATION (PPC) NOTICES**

The Circuit Clerk will be paid **\$21.00** per Title IV-D child support order entered into the State's Child Support System (KIDS) based upon predefined criteria as provided by the Department and/or per each Payment Path Change Notice or IV-D Participation Notice to offset costs associated with providing child support records, Title IV-D customer Services, Title IV-D applications and scheduling Title IV-D dockets. Payment will be made quarterly based upon the Department's Quarterly Activity Reports.

Total annual IV-D child support orders Allowance is estimated at **\$18,102**.

**ANNUAL AMOUNTS PAYABLE**

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<b>Access to electronic docket sheets and Data in the Clerk's system (maximum amount)</b>	<b>\$2,000</b>
<b>IV-D Child Support Order &amp; PPC Allowance (estimated amount)</b>	<b>\$18,102</b>
<b>Total</b>	<b>\$20,102</b>

## Attachment A

### Taxpayer Identification Certification

- A. Contractor certifies that:
1. The number shown on this form is Contractor's correct taxpayer identification number (or Contractor is waiting for a number to be issued to Contractor); **and**
  2. Contractor is not subject to backup withholding because:
    - (a) Contractor is exempt from backup withholding, or
    - (b) Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
    - (c) The IRS has notified Contractor that Contractor is no longer subject to backup withholding, **and**
  3. Contractor is a U.S. person (including a U.S. resident alien).

B. Contractor's Name: **McLean County Circuit Clerk**

C. Contractor's Taxpayer Identification Number:

Social Security Number (SSN): \_\_\_\_\_

or

Employer Identification Number (EIN): **37-6001569**

*(If Contractor is an individual, enter Contractor's name and SSN as it appears on Contractor's Social Security Card. If Contractor is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

D. Contractor's Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp)
<input type="checkbox"/> Corporation NOT providing or billing medical or health care services	<input type="checkbox"/> Other:

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF MCLEAN COUNTY CIRCUIT CLERK.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Don Everhart

McLean County Circuit Clerk

\_\_\_\_\_  
Date

Members Gordon/Soeldner moved the County Board approve a Request for Approval of Intergovernmental Agreement between Illinois Department of Healthcare and Family Services and McLean County Circuit Clerk. - Circuit Clerk. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**STATE OF ILLINOIS**

**RENEWAL and AMENDMENT OF INTERGOVERNMENT AGREEMENT**

between

**DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

and

**MCLEAN COUNTY STATE'S ATTORNEY**

*Agreement No. 2017-55-013-K*

**WHEREAS**, the parties to Intergovernmental Agreement 2017-55-013, acting by and through the Illinois Department of Healthcare and Family Services ("Department") located at 201 South Grand Avenue East, Springfield, Illinois 62703 and the McLean County State's Attorney, ("Contractor") located at 104 West Front Street, Bloomington, Illinois 61701, desire to renew and amend this Agreement, and

**WHEREAS**, pursuant to **Article 2.2 (Renewals)**, the Agreement may be renewed for additional periods by each party furnishing written notification of such intent;

**WHEREAS**, pursuant to **Article 7.1 (Amendments)**, the Agreement may be amended or modified by the mutual consent of the parties at any time during its term;

**NOW THEREFORE**, the Intergovernmental Agreement is renewed for the period of July 1, 2017 through June 30, 2018 and is amended as follows:

1. By replacing **Appendix A Part 1 of 2** with the attached **First Amended Appendix A Part 1 of 2**.
2. By replacing **section 3.1** in its entirety with the following

**3.1 Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Contractor of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

All other terms and conditions shall remain in effect.

In Witness Whereof, the parties have hereunto caused this Renewal and Amendment to be executed by their duly authorized representatives.

**Illinois Department of Healthcare  
And Family Services**

**McLean County, Illinois**

By: \_\_\_\_\_  
Felicia F. Norwood  
Director

By: \_\_\_\_\_  
Jason Chambers  
State's Attorney

Date: \_\_\_\_\_

Date: 4-24-17

**APPROVED:**

By: \_\_\_\_\_  
Lisa Madigan  
Illinois Attorney General

By: \_\_\_\_\_  
John McIntyre  
Chairman, McLean County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Members Gordon/Martin moved the County Board approve a Request for Approval of Renewal and Amendment of IV-D Intergovernmental Agreement between Department of Healthcare and Family Services and McLean County State's Attorney. - State's Attorney. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**FIRST AMENDED APPENDIX A Part 1 of 2**  
**MCLEAN COUNTY STATE'S ATTORNEY BUDGET**  
**JULY 1, 2017 THROUGH JUNE 30, 2018**  
**Individual Line Item Amounts Are Estimated**

<b>DIRECT COSTS</b>	<b>SFY18 Budget</b>
<b>Personnel Services</b>	
Salaries and Fringes	\$247,916
<i>(See list of positions-Part 2 of 2)</i>	
<b>SUBTOTAL</b>	<b>\$247,916</b>
 <b>Non Personnel Services</b>	
Advertising, Legal Notices	\$0
Audit & Accounting Fees	\$0
Books & Periodicals	\$650
Computer Equipment	\$0
Computer Equipment Maintenance	\$0
Computer Software	\$0
Computer Software Maintenance	\$0
Copying	\$450
Court Related	\$0
Dues & Licenses	\$720
Education, Conference Fees	\$0
Misc. Administrative Expenses	\$0
Office Equipment	\$0
Office Equipment Maintenance	\$800
Office Supplies	\$1,000
Postage	\$2,500
Printing	\$0
Rent	\$0
Service of Process Fees	\$0
Subcontracts, Special ASA, Investigators	\$0
Telephone Service	\$630
Travel	\$200
Utilities	\$0
<b>SUBTOTAL</b>	<b>\$6,950</b>
 <b>TOTAL</b>	<b>\$254,866</b>



**JUSTICE COMMITTEE:**  
Member Gordon, presented the following:

An **EMERGENCY APPROPRIATION** Ordinance  
Amending the McLean County Fiscal Year 2017  
Combined Annual Appropriation and Budget Ordinance  
Fund 0452 Metro Communications Center (METCOM) Fund  
METCOM Department 0030

WHEREAS, the McLean County Board, on November 15, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the METCOM Department 0030; including the sub-department 0090 Metro Communications; and  
WHEREAS, enhancements need to be made to the TriTech computer aided dispatch (CAD) System to meet the needs of the upgraded Emergency Medical Dispatch software; and

WHEREAS, the Justice Committee on Tuesday, May 2, 2017 approved and recommended a contract with TriTech Software Systems to provide required enhancements; and

WHEREAS, the Justice Committee, on Tuesday, May 2, 2017 approved and recommended to the County Board an Emergency Appropriation for the METCOM Department; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the METCOM Department, Metro Communications Center Fund 0452, the following appropriation:

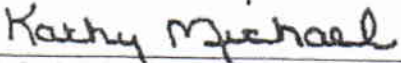
	<u>ADOPTED BUDGET</u>	<u>(SUBTRACT) ADD</u>	<u>AMENDED BUDGET</u>
0452-0090-0030-0400.0000 Unappropriated Fund Balance	\$0.00	\$175,428.00	\$175,428.00
0452-0090-0030-0750-0004 Software License Agreements	\$123,900.00	\$87,181.00	\$211,081.00
0452-0090-0030-0850-0001 Capital Asset	\$0.00	\$88,247.00	\$88,247.00

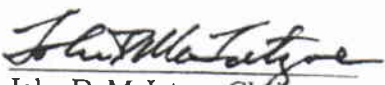
2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of METCOM, and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of May, 2017.

ATTEST:

APPROVED:

  
Kathy Michael, Clerk of the  
County Board of McLean County, Illinois

  
John D. McIntyre, Chairman  
McLean County Board

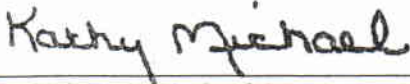
Members Gordon/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance for Fund 452 Metcom. (2/3 pursuant to 55 ILCS 5/6-1003) - Metcom. Clerk Michael shows a 2/3 vote was taken. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

3. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of May, 2017.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the  
County Board of McLean County, Illinois



John D. McIntyre, Chairman  
McLean County Board

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and ANCHOR, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By Jason J. Collins  
Mayor

Date: 5-2-17

ATTEST:

By Allison Bruttig  
City Clerk

Date: 5-2-17

McLEAN COUNTY

By John D. McIntyre  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Anchor. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and ARROWSMITH, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.



Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By   
Mayor

Date: 4-19-17

ATTEST:

By   
City Clerk

Date: 04-19-17

**McLEAN COUNTY**

By   
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johsnon moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the City of Chenoa. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and BELLFLOWER, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:


1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.


10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By   
Mayor

Date: 4-21-17

ATTEST:

By   
City Clerk

Date: 4-18-17

McLEAN COUNTY

By   
John D. McIntyre, Chairman

Date: May 16, 2017

## ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and CARLOCK, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By Mark Wayne  
Mayor

Date: 4-21-17

ATTEST:

By Michael Jones  
City Clerk

Date: 4-18-17

#### McLEAN COUNTY

By John D. McIntyre  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Bellflower. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and CARLOCK, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By *Genevieve Hunter*  
Mayor

Date: 4-25-17

ATTEST:

By *Michael Hunter*  
City Clerk

Date: 4/25/17

McLEAN COUNTY

By *John D. McIntyre*  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Carlock. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and COLFAX, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.



Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



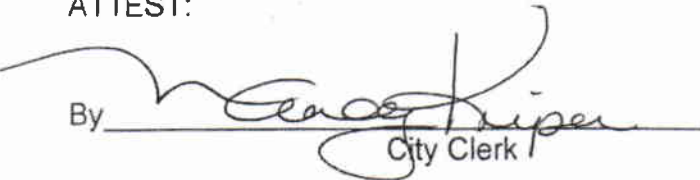
10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By   
Mayor

Date: 5/1/17

ATTEST:

By   
City Clerk

Date: 5/1/17

McLEAN COUNTY

By   
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Colfax. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and COOKSVILLE, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and Village of Cooksville. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and DANVERS, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By W. J. Faircliff II  
Mayor

Date: 5/1/17

ATTEST:

By Wickie Glenn  
City Clerk

Date: 5/1/17

McLEAN COUNTY

By John D. McIntyre  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Danvers. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and DOWNS, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Downs. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and ELLSWORTH, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Ellsworth. Clerk Michael shows all Members present voting in favor of the Motion. Motion

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and GRIDLEY, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Gridley. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**FINANCE COMMITTEE:**  
Member Rankin, presented the following:

**VILLAGE OF HEYWORTH**

**ORDINANCE No. 2017- 19**

**AN ORDINANCE ACCEPTING AND APPROVING A THREE YEAR  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
HEYWORTH AND THE COUNTY OF McLEAN FOR ANIMAL CONTROL IN  
THE VILLAGE OF HEYWORTH**

**ADOPTED BY THE  
BOARD OF TRUSTEES  
OF THE  
VILLAGE OF HEYWORTH**

**THIS 20TH DAY OF APRIL, 2017**

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Published in pamphlet form by the authority of the Village Board of the Village of  
Heyworth, McLean County, Illinois, this 20th day of April, 2017.

ORDINANCE NO. 2017 - 19

**AN ORDINANCE ACCEPTING AND APPROVING A THREE YEAR  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
HEYWORTH AND THE COUNTY OF McLEAN FOR ANIMAL CONTROL IN  
THE VILLAGE OF HEYWORTH**

**WHEREAS**, the Village is authorized to enter into intergovernmental agreements with other governmental bodies pursuant to authority granted to them by Article VII, Section 10(a) of the Constitution of the State of Illinois; and

**WHEREAS**, there is a need to provide quality shelter for dogs or other animals subject to impoundment as provided by the State Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act, and ordinances of the Village; and

**WHEREAS**, the County of McLean has the capacity to provide such services through allowing access to its Animal Control Center during regularly scheduled business hours; and

**WHEREAS**, the Village wishes to purchase quality shelter for dogs and cats subject to impoundment collected within its jurisdictional boundaries; and

**WHEREAS**, the County of McLean agrees to provide such services to the Village through this Agreement attached hereto and incorporated herein as Exhibit A;

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Village Board of Trustees that:

**Section 1:** The preambles hereto are true and correct and are incorporated herein by reference as if fully set forth at this point.

**Section 2:** The Village authorizes the Mayor of the Village to execute an intergovernmental agreement securing animal control services with the County of McLean.

**Section 3:** A copy of said intergovernmental agreement is attached hereto as Exhibit A and made a part of this Ordinance.

**Section 4:** This Ordinance shall be effective upon its passage, signing and publication as required by law.

Ordained this 20th day of April, 2017.



AYES: Haynes, Bullington, Brown, Hautberg, Barnhill, Wisner

NAYES: 0


ABSENT: 0

Passed by the Board of Trustees of the Village of Heyworth, McLean County, Illinois, approved by the Mayor, and deposited in the office of the Village Clerk, this 20th day of April, 2017.

APPROVED:

  
Todd Zalucha, Mayor  
Village of Heyworth

ATTEST:

  
Stacy L. Shoemaker, Village Clerk  
Village of Heyworth



Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and Village of Heyworth. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and HEYWORTH, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By   
Mayor

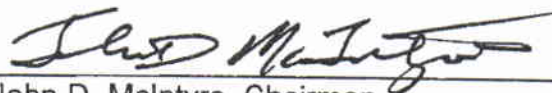
Date: 4/20/17

ATTEST:

By   
City Clerk

Date: 4/20/17

**McLEAN COUNTY**

By   
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and Village of Heyworth. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



FINANCE COMMITTEE:  
Member Rankin, presented the following:

### ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and HUDSON, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Hudson. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and LEROY, a CITY located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By Steven M. Dean  
Mayor

Date: 4/17/17

ATTEST:

By Wicki Moulard  
City Clerk

Date: 4/17/17

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the City of LeRoy. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and LEXINGTON, a CITY located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.



Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By   
Mayor

Date: 5-9-17

ATTEST:

By   
City Clerk

Date: 5/9/17

McLEAN COUNTY

By   
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the City of Lexington. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and MCLEAN, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By Michael H. Went  
MAYOR  
PRESIDENT

Date: 5-1-17

ATTEST:

By Sharon Leppen  
City Clerk  
VILLAGE

Date: 5-1-17

McLEAN COUNTY

By John D. McIntyre  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Motion carried. Agreement between the County of McLean and the Village of McLean. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

### **ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and SAYBROOK, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.



Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By Danny Houston  
Mayor

Date: 5-8-2017

ATTEST:

By Rebecca Skirball  
City Clerk

Date: 5-8-2017

McLEAN COUNTY

By John D. McIntyre  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Saybrook. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and STANFORD, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.

Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By John Ama  
Mayor

Date: 4-21-17

ATTEST:

By Megum Clark  
City Clerk

Date: 4-21-17

**McLEAN COUNTY**

By John D. McIntyre  
John D. McIntyre, Chairman

Date: May 16, 2017

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Stanford. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**ANIMAL CONTROL CENTER AGREEMENT**

This AGREEMENT for Animal Control Center Services is made this 1st day of May 2017 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and TOWANDA, a VILLAGE located in the State of Illinois, County of McLean (hereafter called "VILLAGE/TOWN").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as provided by the Illinois Animal Control Act, ordinances enacted by the County of McLean pursuant to said Act and ordinances of the VILLAGE/TOWN; and,

WHEREAS the VILLAGE/TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services through allowing access to the McLean County Animal Control Center during regularly scheduled hours; and,

WHEREAS the COUNTY wishes to provide such services to the VILLAGE/TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the VILLAGE/TOWN as follows:

1. The parties enter into this AGREEMENT for the periods of 5/1/2017 through 4/30/2018, 5/1/2018 through 4/30/2019, and 5/1/2019 through 4/30/2020.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the VILLAGE/TOWN; b) dogs and cats seized by VILLAGE/TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of VILLAGE/TOWN and CRIMINAL CODES; and, d) dogs and cats summarily seized by VILLAGE/TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the VILLAGE/TOWN in enforcing its municipal ordinances through any or all of the following: reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the VILLAGE/TOWN and providing within the Animal Control Center information and education materials to residents of the VILLAGE/TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The VILLAGE/TOWN agrees to pay to the COUNTY for such services thirty dollars (\$30.00) per animal impounded at the McLean County Animal Control Center, upon invoice, beginning on May 1, 2017 and continuing throughout the term of this Agreement.



Payments for services rendered pursuant to this AGREEMENT will be made by the VILLAGE/TOWN to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.

5. The COUNTY shall indemnify and hold the VILLAGE/TOWN harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
6. The VILLAGE/TOWN shall indemnify and hold harmless the COUNTY from all claims and causes of action, whether judicial or administrative, and the costs of defending any such claims or causes of which arise out of or are related to the performance of this Agreement by COUNTY, its employees, agents or assigns, except for any claims or causes of actions resulting from any intentional or negligent acts of the COUNTY, its employees, agents or assigns. Such actions shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
7. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the VILLAGE/TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The VILLAGE/TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the VILLAGE/TOWN on the condition that there is sufficient space available to house the animal and that the VILLAGE/TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the VILLAGE/TOWN.
8. This AGREEMENT may be terminated at the request of the VILLAGE/TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
9. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the VILLAGE/TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.



10. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the VILLAGE/TOWN, which consent shall be solely within the discretion of the VILLAGE/TOWN and may be withheld for any reason.
12. Notwithstanding early termination or expiration of this agreement, the COUNTY and the VILLAGE/TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

Village/Town

By Thomas Dwyer  
President

Date: 4-21-17

ATTEST:

By David Jones  
Village Clerk

Date: 4-18-17

**McLEAN COUNTY**

By \_\_\_\_\_  
John D. McIntyre, Chairman

Date: \_\_\_\_\_

Members Rankin/Johnson moved the County Board approve a Request for Approval of an Intergovernmental Animal Control Center Agreement between the County of McLean and the Village of Towanda. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**MCLEAN COUNTY REVISED BUDGET POLICY RESOLUTION**

**BUDGET**

**RESOLUTION ESTABLISHING THE BUDGET POLICY  
FOR FISCAL YEAR ~~2017~~ 2018**

**WHEREAS**, the *Rules of the County Board* provide that the Finance Committee exercise continuous review of revenues and expenditures and identify new or alternative revenue sources for the County; and

**WHEREAS**, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

**WHEREAS**, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

**WHEREAS**, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

**WHEREAS**, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period ~~2017 2018-2021~~ 2022, the Executive Committee recommended certain budget policies be adopted for Fiscal Year ~~2017~~ 2018; now, therefore,

**BE IT RESOLVED** by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County offices and departments for the submission, review and preparation of the Fiscal Year ~~2017~~ 2018 Budget and the proposed Three Year Budget.

**1. COUNTY SERVICES**

**1.1. New Services shall be considered in the following order of priority:**

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) Services that are wholly supported by new revenue sources, and which the Oversight Committee and the Executive Committee recommend and the County Board approves ~~the proposed new services and/or implementation of certain changes~~ based upon analysis of existing programs, processes, and procedures.
- (C) The County Board continues to identify Community Behavioral Mental ~~Mental~~ Health as a critical area of need. All County Departments are directed during the Fiscal Year ~~2017~~ 2018 budget preparation to evaluate programmatic areas where each Department can assist in meeting the goals and objectives of the County Board Advisory Groups' reports on Community Behavioral Mental ~~Mental~~

Health. Departments will provide such analysis as a portion of supporting budget documentation for recommended budgets provided to the County Administrator's Office.

**1.2. Continuing Services and Interdepartmental Impact:**

- (A) During Budget preparation, all County Departments are directed to report any changes to service or budgets which may have an impact upon another County department's budget or ability to deliver services.

**2. REVENUE**

**2.1. Property Tax and Other Revenue**

- (A) Real property taxes and all other ~~2017~~ 2018 revenues shall be sufficient to meet required expenditures for Fiscal Year ~~2017~~ 2018, with the following recommendation:
- (B) When preparing the Recommended Budget for Fiscal Year ~~2017~~ 2018, the County Administrator shall make every effort to hold the ~~2016~~ 2017 County overall property tax rate as close to the ~~2015~~ 2016 County overall property tax rate as possible, after meeting with Department Heads.

**2.2. User Fees and Charges**

- (A) Every effort shall be made to identify and/or establish appropriate user fees or charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year ~~2017~~ 2018 Budget.

**2.3. Intergovernmental Revenue**

- (A) There shall be no new categorical grant programs considered in Fiscal Year ~~2017~~ 2018 that establish ongoing County funding obligations.
- (B) Each categorical grant which decreases in Fiscal Year ~~2017~~ 2018, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year ~~2018~~ 2019, Fiscal Year ~~2019~~ 2020, and Fiscal Year ~~2020~~ 2021 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

**2.4. Enterprise Fund - Nursing Home**

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

### **3. FUND BALANCES**

#### **3.1. Fund Balances**

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five months of the fiscal year and to maintain fiscal stability, the County Board shall make every effort to maintain in the Corporate General Fund an unencumbered fund balance equal to 15% of the County's total Combined Annual Budget and Appropriation Ordinance.
- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 15% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects, including necessary repairs and improvements to County buildings and the Old Courthouse that houses the McLean County Museum of History, and for the annual debt service payment due to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash. Departments with budgeted Special Revenue Funds shall review Special Revenue Fund unencumbered balances as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and as a part of budget development, provide analysis as to necessary balances required for cash flow, balances required for capital project funds and remaining unassigned fund balance.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.

- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each Department shall provide sufficient funding to pay 100% of the expected claims' cost and/or the premium cost for the County's Employee Health Benefit Plan.

#### **4. CONTINGENCY**

##### **4.1. Contingency**

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year ~~2017~~ 2018 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

#### **5. CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES**

##### **5.1. Capital Improvements**

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year ~~2017~~ 2018 Budget a Five-Year Capital Plan, as well as a Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Plan, as well as a Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

##### **5.2. Capital Equipment Purchases**

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital equipment items shall be consolidated into Countywide bid documents coordinated by the County Administrator's Office:
  - (1) Purchase of Furnishings/Office Equipment;
  - (2) Lease/Purchase of Office Equipment;
  - (3) Purchase of Computer Equipment;
  - (4) Lease/Purchase of Computer Equipment;
  - (5) Purchase of Computer Software;
- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and

departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

## **6. ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS**

### **6.1. Administrative Fees for Special Revenue Funds**

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

## **7. PERSONNEL**

### **7.1. Staffing Levels**

- (A) Departmental staffing shall be identified in the proposed Fiscal Year ~~2017~~ 2018 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

The County Administrator is hereby directed to evaluate all current full-time equivalent staffing levels in every County Office/Department and recommend adjustments in full-time equivalent levels.

The County Administrator shall review employee compensation and the associated costs of employee healthcare benefits and employee pension costs, specifically Social Security (F.I.C.A.) and Illinois Municipal Retirement Fund (I.M.R.F.).

Every County Office/Department shall review its Fiscal Year ~~2017~~ 2018 Full-Time Equivalent Staffing levels with a goal of justifying every full-time equivalent position and identifying opportunities for savings in all personnel-related expenses for the Fiscal Year ~~2017~~ 2018 budget.

Every County Office/Department shall work with the County Administrator to develop an accurate Organization Chart that shows the structure and relationships of positions within the department.

It is anticipated that there will be no funding for new positions or reclassifications in the Fiscal Year ~~2017~~ 2018 Recommended Budget.

Any full-time vacancies, other than critical patient care or pre-existing service agreement obligated positions, that exist or occur will be held vacant for a minimum 30 days, unless otherwise authorized by the Office of the County Administrator. All vacancies will be held open as long as possible without jeopardizing the work of the department within which they exist.



In order to fill an open position that is currently vacant or a position that becomes vacant prior to December 31, ~~2016~~ 2017, an elected official / department head shall provide such request to the Office of the County Administrator. The County Administrator's Office shall review and analyze the request and the rationale of the department head and may approve and authorize the filling of a vacant position; or forward such request to the department's appropriate Oversight Committee for approval and authorization. The County Administrator's Office shall report monthly to each appropriate Oversight Committee the open positions filled during the previously 30 days.

## **7.2. Employee Compensation**

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year ~~2017~~ 2018, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and last amended on November 15, 2016, shall govern the preparation of the Fiscal Year ~~2017~~ 2018 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year ~~2017~~ 2018 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) Employees who occupy exempt positions, as identified in the document entitled Position Classification and Pay Ranges for Fiscal Year ~~2017~~ 2018, adopted by the County Board, are considered salaried employees and thereby not entitled to additional compensation. The Treasurer shall deny any request for additional pay for an exempt employee without the specific approval of the Finance Committee.
- (F) During the review and consideration of the Fiscal Year ~~2017~~ 2018 Budget the Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications during the budget, shall be the Finance Committee. During the review and consideration of the Fiscal Year ~~2017~~ 2018 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.

- (G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
  - (1) the request be approved and the reasons/justification for approval; or
  - (2) the request be denied and the reasons/justifications for denial at this time.
- (H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
  - (1) the request be approved and the reasons/justification for approval; or
  - (2) the request be denied and the reasons/justifications for denial at this time.
- (I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (J) Any position which has been reclassified or has received a salary regrade during the Fiscal Year, ~~2014~~, 2015, 2016 or 2017 budget preparation cycles shall not be considered for reclassification or salary regrade during the Fiscal Year ~~2017~~ 2018 budget preparation cycle.
- (K) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

## **8. OTHER EXPENDITURES**

### **8.1. Spending Levels**

- (A) All Fiscal Year ~~2017~~ 2018 budget requests for the Account Classifications entitled "Supplies" (600's), "Services" (700's), and "Capital Assets" (800's) will be targeted at ~~98100%~~ of 2017 levels for each Account Classification. Any requests beyond this level will need to be fully justified during budget preparation meetings.
- (B) During each fiscal year, County offices and departments may not expend funds in excess of the total amount in each of the Account Classifications entitled "Supplies" (600's), "Services" (700) and "Capital Assets" (800's) by Fund, unless

a directly corresponding amount of revenue either actually received by or committed to be paid to the County office or department exceeds the amount budgeted for the County office or department, or

- (C) During each fiscal year, if a unique expenditure for emergency needs or in order to insure the continued operation of a County function, must be made in each of the Account Classifications entitled "Supplies" (600's), "Services" (700) and "Capital Assets" (800's) by Fund, and the appropriate Board Oversight Committee cannot immediately approve such expenditure, the Department Head shall contact the County Administrator for interim approval, and the County Administrator shall report such expenditure and make recommendation for Budget Amendments per section 8.2 of this Ordinance to the appropriate Board Oversight Committee at its next regularly scheduled meeting.
- (D) During each fiscal year, if County offices and departments expend funds in excess of the total amount in the Account Classification entitled "Personnel" (500's), such County Office or Department shall be required to request a budget amendment per section 8.2 of this Ordinance at the next regularly scheduled County Board Oversight Committee meeting.

## **8.2. BUDGET AMENDMENTS**

County offices and departments must request a budget amendment prior to making any expenditure that would cause the total of all expenses in any of the Account Classifications entitled "Supplies" (600's), "Services" (700) and "Capital Assets" (800's) to exceed the amount budgeted except for expenditures that would be allowed un 8.1(B). Budget amendments must request a transfer of funds from one Account Classification to another if sufficient funds are available. If funds are not available in another Account Classification to cover the expense, then the budget amendment may request additional funds be appropriated.

## **9. COMPLIANCE WITH BUDGET PROCEDURES**

- 9.1. All County offices and departments shall prepare and submit their Fiscal Year ~~2017~~ 2018 Budget requests in accordance with the Fiscal Year ~~2017~~ 2018 Budget Calendar (see Schedule A attached).
- 9.2. At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent 98% of Fiscal Year ~~2016~~ 2017 budgeted expenditures/revenues less any known non-recurring expenditures.

## **10. FISCAL YEAR ~~2017~~ 2018 BUDGET ADOPTION**

- 10.1. Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year ~~2017~~ 2018 Budget to the County Board for adoption in accordance with the budget calendar.

10.2. In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

10.3. The County Administrator shall ensure that the recommended budget, revised budget, and final budget are posted at the County's Website for citizens to view, upon completion.

10.4. The County Administrator shall provide a comprehensive outline of any line-item changes made to the recommended budget during the Committee budget review process to Members of the Executive Committee as an information item.

10.5. County Offices and departments will strive to effectively and efficiently communicate information regarding departmental budgets and services to citizens.

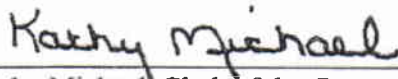
#### 11. EFFECTIVE DATE AND REPEAL

11.1. This resolution shall supersede the Fiscal Year ~~2017~~ 2018 Budget Policy Resolution.

**ADOPTED** by the County Board of McLean County, Illinois, this 16<sup>th</sup> day of May, 2017.

**ATTEST:**

**APPROVED:**



Kathy Michael, Clerk of the County Board  
McLean County, Illinois



John D. McIntyre, Chairman  
McLean County Board

Members Rankin/Segobiano moved the County Board approve a Request for Approval of the Resolution Establishing the Budget Policy for Fiscal Year 2018 - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

<p><b>FINANCE COMMITTEE:</b> Member Gordon, presented the following:</p>
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SCHEDULE A

CALENDAR FOR PREPARATION OF THE  
FISCAL YEAR 2018 BUDGET,  
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,  
AND RECOMMENDED THREE YEAR BUDGET

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
May 16, 2017	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2018
May 18, 2017	Department Head Meeting with Administrator - Distribution of Fiscal Year 2018 Budget Manual of Instructions
May 22- May 26, 2017	<p>Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.</p> <p>Departments should review the Fiscal Year 2018 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.</p> <p>PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5100 to schedule an appointment or use the departmental sign-up sheet.</p>
June 1, 2017	Departments begin entering and revising Fiscal Year 2018 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
June 16, 2017	<p>New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.</p> <p><u>PLEASE NOTE:</u> Department personnel will <b>NOT</b> enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by <b>June 16, 2017</b>.</p>

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 20 – November 7, 2017

Oversight Committees and Executive Committee review the Recommended Budget.

November 14, 2017

Review of Fiscal Year 2018 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 21, 2017

County Board approves and adopts Fiscal Year 2018 Combined Annual Budget and Appropriation Ordinance, 2017 Property Tax Levy Ordinance, and Amendment to the Full-Time Equivalent Positions Resolution for Fiscal Year 2018.

December 31, 2017

Fiscal Year 2018 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

Members Rankin/Wollrab moved the County Board approve a Request for Approval of Schedule A - Calendar for Preparation of the Fiscal year 2018 Budget, Five Year Capital Improvement Budget, and Recommend Three Year Budget - Administration. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2017  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Animal Control Department 0032**

WHEREAS, the McLean County Board, on November 15, 2016, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2017 Fiscal Year beginning January 1, 2017 and ending December 31, 2017; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Animal Control Department 0032; and,

WHEREAS, the Animal Control Department received monetary donations in FY2015 and FY2016 in the amount \$3,922 for the purchase of supplies, to make improvements to the facilities, and for the purchase of equipment needed by the department to enhance the care and environment provided to the animals while at the center; and

WHEREAS, all donated funds have been deposited in the General Fund; and

WHEREAS, the Animal Control Department used \$2,380 in FY2016 for the purchase of materials to build an outdoor dog run; and

WHEREAS, the Animal Control Department wishes to use the remainder of the donated funds for the purchase of materials and services to finish the outdoor dog run at a cost of \$1,542; and,

WHEREAS, the County Administrator has recommended recognizing the donated funds from the County General Fund 0001 Unappropriated Fund Balance and adding them to the Animal Control Department 0032 in the Fiscal Year 2017 Adopted Budget; and

WHEREAS, the Animal Control Department requests an addition to line item 0801.0001 Capital Improvements in the Fiscal Year 2017 Adopted Budget for the purchase of the materials needed for the outdoor dog run; and,

WHEREAS, the Finance Committee at a stand-up meeting, on Tuesday, May 16, 2017, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2017 by recognizing \$1,542.00 from the County General Fund 0001 Unappropriated Fund Balance and adding it to the Animal Control Department 0032 for the Fiscal Year 2017 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the following amount:

	<u>CURRENT</u> <u>BUDGET</u>	<u>ADD</u> <u>(SUBTRACT)</u>	<u>AMENDED</u> <u>BUDGET</u>
0001-0001-0001-0400.0000 Unappropriated Fund Balance	\$682,300.00	\$1,542.00	\$683,842.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Animal Control Department 0032, the following appropriation:

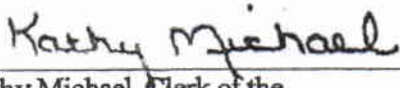
	<u>CURRENT BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0032-0065-0801.0001 Capital Improvements	\$0.00	\$1,542.00	\$1,542.00

3. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Animal Control, and County Administrator.

ADOPTED by the County Board of McLean County this 16th day of May, 2017.

ATTEST:

APPROVED:

  
Kathy Michael, Clerk of the  
County Board of McLean County, Illinois

  
John D. McIntyre, Chairman  
McLean County Board

Members Rankin/Metsker moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2017 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Animal Control Department 0032 (2/3 pursuant to 55 ILCS 5/6-1003) - Animal Control. Clerk Michael shows a 2/3 vote was taken. All Members present voting in favor of the Motion. Motion passed.



**Michelle L. Anderson**  
COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400  
(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

**APPROVAL OF BILLS:**

**MCLEAN COUNTY BOARD COMPOSITE**

May 16, 2017

**2017 Budget Expenditures**

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$193,427.32	\$193,427.32
Finance		\$857,811.89	\$857,811.89
Justice		\$679,992.75	\$679,992.75
Land Use		\$1,392.42	\$1,392.42
Property		\$133,959.45	\$133,959.45
Transportation		\$702,748.27	\$702,748.27
Health/Nursing Home		\$283,073.62	\$283,073.62
Health/Jail Med & JDC Med		\$35,696.35	\$35,696.35
Health/Board of Health		\$225,598.87	\$225,598.87
Health/Dev. Disability Board		\$57,092.27	\$57,092.27
<b>Total</b>	<b>\$0.00</b>	<b>\$3,170,793.21</b>	<b>\$3,170,793.21</b>

John McIntyre, Chairman  
McLean County Board

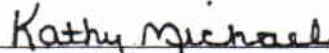
Approved and motioned by Member Cavallini and Murphy.

The meeting was adjourned until June 20, 2017 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:27 a.m.



John D. McIntyre, Chair  
McLean County Board

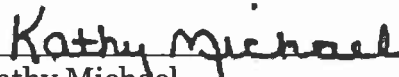


Kathy Michael, Clerk of the County  
Board of the County of McLean, IL

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF McLEAN     )

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 16th day of May, 2017 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 16th day of May, 2017.



Kathy Michael  
McLean County Clerk